

CONTRACT FOR SERVICES

PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

DESCRIPTION: Locked Acute In-Patient and Crisis Residential Mental Health Services

CONTRACT NO. **CN**

BEGINS: July 1, 2016

ENDS: June 30, 2018

ADMINISTERING AGENCY: Adult System of Care

This is an Agreement made and operative as of the 1st day of July, 2016, between the County of Placer, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR", and the **County of Nevada, Department of Behavioral Health**, hereinafter referred to as "COUNTY."

WHEREAS, COUNTY desires to make the most appropriate and economical use of facilities in order to provide comprehensive mental health services to all residents of Nevada County, and the best means of deriving the most appropriate and economical use of facilities available in the region is by contracting with those available facilities for mental health services under provisions of Federal and State Mental Health legislation, and,

WHEREAS, CONTRACTOR has the facilities and the ability to be certified and staffed to provide inpatient, involuntary and voluntary acute care for mentally disordered persons, and COUNTY operates a preferred provider network and has entered into, or intends to enter into, agreements with hospitals to provide services to mental health beneficiaries, and

WHEREAS, CONTRACTOR desires to participate in COUNTY'S preferred provider network and to make its facilities and services available to the beneficiaries, subject to the terms and conditions hereof, and COUNTY desires to contract with CONTRACTOR to provide inpatient services for patients referred by COUNTY, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

THEREFORE, in consideration of the mutual covenants and agreements of this contract, it is understood and agreed by and between the parties as follows:

1. **DESCRIPTION OF SERVICES:**

- 1.1 CONTRACTOR shall provide psychiatric inpatient services to residents of COUNTY over the age of eighteen (18) who are eligible for Mental Health Services under the California Community Mental Health Services Law, in adherence with Title XIX of the Social Security Act, 42 USC in conformance with all applicable Federal and State statutes. Services will be provided, with prior authorization by COUNTY, to eligible persons who may be either on voluntary or involuntary status. The length of stay of each mentally disordered person shall be determined by the CONTRACTOR'S professional staff, in coordination with COUNTY. CONTRACTOR may, but is not required to, provide necessary emergency and non-elective ancillary medical services as part of the inpatient treatment services.

If services required by COUNTY patients exceed CONTRACTOR'S capabilities, CONTRACTOR may utilize other facilities as mutually agreed upon by the Directors of Mental Health of COUNTY and CONTRACTOR.

It is recognized that to make efficient use of any inpatient facility, the provision of aftercare services is of extreme importance. To this end, it is the responsibility of COUNTY to

maintain adequate aftercare services, such that efficient referral to these services may be made part of discharge planning of patients, including transportation, if necessary. COUNTY staff will work with CONTRACTOR'S staff prior to a patient's discharge to effect an appropriate placement of patients discharged from the CONTRACTOR'S facility. COUNTY will be responsible for aftercare and placement of all patients (LPS and non-LPS [Lanterman-Petris-Short Act]) covered by this Agreement upon their discharge from CONTRACTOR'S facility or any subsequent placement facility.

It is understood and agreed that only mentally disordered persons are to be admitted pursuant to this Agreement and that inebriates and persons not mentally disordered, in the opinion of CONTRACTOR, are specifically excluded herefrom.

COUNTY agrees to be responsible for, and triage appropriately, any persons that are referred but do not meet the aforementioned definition of mentally disordered.

- 1.2 Projected Utilization: CONTRACTOR will provide one (1) bed on an average daily basis from July 1, 2016 through June 30, 2018, for an estimated 730 applicable bed days for the two-year term of this Agreement. COUNTY will guarantee minimum payment to CONTRACTOR for the stated number of estimated bed days, whether or not said estimated bed days are actually utilized.

In addition to the guaranteed minimum purchase of these bed days, COUNTY reserves the right to purchase additional bed days as needed, based upon availability in CONTRACTOR'S facility, at the daily rate described in Section 3 herein.

- 1.3 Coordination: Such services shall be provided by CONTRACTOR for COUNTY patients with input from the COUNTY Mental Health Director or his/her designee. It is the responsibility of CONTRACTOR to assure that the inpatient psychiatric services rendered to patients admitted to the CONTRACTOR'S facility are consistent with State and Federal laws. Documentation of services provided by CONTRACTOR for each patient of COUNTY shall be available for review by COUNTY upon request.

- 1.4 Patient Eligibility: Services under this Agreement shall be rendered without regard to race, color, sex, sexual orientation, religion, national origin, ancestry, disability, age (over 40), physical or mental status as specified in applicable Federal and State laws. The specific admission procedures shall be mutually agreed upon by the respective Directors of Mental Health. Residency in COUNTY will be the basic requirement for eligibility for these services. Transients referred by COUNTY in an emergency or involuntary status may also be serviced through this Agreement.

- 1.5 Admissions Procedure: Admissions will be conducted in accordance with the procedures shown in Exhibit A, Admission Procedures – Nevada County Clients.

All persons referred for admission to CONTRACTOR'S facility will be medically cleared for admission to a non-medical facility prior to admission to CONTRACTOR'S facility. This medical clearance will be provided directly or indirectly and payment arranged or provided by COUNTY. Criteria and requirements for medical clearance will be determined by CONTRACTOR. All transportation costs to and from CONTRACTOR'S facility for medical care and clearance are the responsibility of COUNTY.

COUNTY understands and accepts that patients are encouraged and permitted to sign in as a voluntary commitment when possible pursuant to Welfare & Institutions Code Section 5250(c). A voluntary commitment does not relieve COUNTY of its financial responsibility to reimburse CONTRACTOR for such commitments.

- 1.6 Coordination of Care: COUNTY and CONTRACTOR agree that both of their clinical staffs will fully communicate and cooperate in the development of treatment, planning,

determination of length of stay, and readiness for discharge, and in the process of planned transition back into the community and to this end may freely exchange patient information as a unitary treatment program.

COUNTY will be primarily responsible for development and implementation of discharge planning and for arranging placement after CONTRACTOR'S staff determines that a patient is ready to be discharged from the inpatient psychiatric unit.

- 1.7 **Jail Referrals:** COUNTY'S Sheriff's Office must provide a security guard for those persons admitted from Nevada County Jail. Security Guard is defined as a Deputy Sheriff from Nevada County or one assigned by the Placer County Sheriff's Office. The ability for Nevada County to use Placer County deputies shall be contained under a separate agreement. The security guard may be removed only upon the order of the CONTRACTOR'S facility psychiatrist or its clinical director after a face-to-face interview of the inmate and a clinical determination that the inmate can be managed safely without a jail security guard. Prior to a security guard being released, CONTRACTOR shall request permission from COUNTY. COUNTY recognizes that the CONTRACTOR'S PHF is not a jail unit and that while security measures will be taken for jail inmates, CONTRACTOR cannot guarantee security from escape.

In the event that the need for a security guard requires that the inmate be the sole patient in the PHF room under guard, COUNTY agrees to pay CONTRACTOR two times the bed day rate. CONTRACTOR shall attempt to have same-sex inmates from Nevada County occupy the same room as COUNTY inmates under a single guard whenever feasible. In this event, COUNTY shall be charged the standard daily rate for those days when the room under guard is occupied by additional patients.

- 1.8 **Crisis Residential Treatment Services:** CONTRACTOR shall provide Crisis Residential Treatment Services to COUNTY at the Cornerstone facility, which is adjacent to the Psychiatric Health Facility described herein. In accordance with California Code of Regulations, Section 1810.208, "Crisis Residential Treatment Service" means therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program as an alternative to hospitalization for beneficiaries experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. The service includes a range of activities and services that support beneficiaries in their efforts to restore, maintain, and apply interpersonal and independent living skills, and to access community support systems. The service is available 24 hours per day, seven days per week. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention.

2. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.
3. **PAYMENTS:** Psychiatric Health Facility Services: Payment shall be made to CONTRACTOR for the number of days guaranteed under this contract, plus any days used in excess of the guaranteed minimum and all ancillary charges. COUNTY shall pay CONTRACTOR for both guaranteed days and excess days at the rate of **\$836** (\$761 per day plus \$75 for ancillary) per patient/per day or portion of day, including the day of admission and excluding the day of discharge, all inclusive of: all hospital costs including room and board, medications, psychiatrist's time, laboratory work and court costs. In accordance with Section 1.7 herein, jail referrals who are the sole occupant of a PHF room shall be billed at two times the daily rate. For patients who are COUNTY Medi-Cal beneficiaries, the COUNTY will be charged the SCHEDULE OF MAXIMUM ALLOWANCES (SMA) rate less a credit for payment

due from Medi-Cal Federal Financial Participation (FFP). CONTRACTOR shall invoice COUNTY quarterly in arrears for number of guaranteed bed days reserved under this contract plus any bed days used in excess of this amount.

Crisis Residential Services (Cornerstone): COUNTY shall pay CONTRACTOR at the rate of **\$335.00 (\$275 per day plus \$60 room and board/ancillary)** per patient/per day or portion of day, including the day of admission and excluding the day of discharge, inclusive of 24 hours a day, seven days a week treatment services, and room and board.

COUNTY agrees to assume liability for payment of medical services if patient must see a specialist or requires emergency room services. COUNTY shall reimburse the cost of additional staff in cases where one-on-one staffing is required for management of client care.

In addition, COUNTY shall reimburse CONTRACTOR for transportation costs incurred by CONTRACTOR in implementing a discharge plan authorized by COUNTY. In consideration for CONTRACTOR providing transportation for COUNTY patients, COUNTY shall pay CONTRACTOR \$14.00 per hour/per driver plus mileage expense, up to a maximum of \$1,000.00 during the term of the Agreement. Mileage expense, when requested to travel to meet contractual obligations, shall be reimbursed at the non-taxable per mile rate permitted by the Internal Revenue Service (IRS) as promulgated from time-to-time in IRS regulations.

The total amount paid by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of **Three Hundred Five Thousand Six Hundred Forty Dollars (\$305,640)** per fiscal year (July 1 through June 30) for Psychiatric Health Facility services and for Crisis Residential Treatment Services, for a total Agreement amount not to exceed **Six Hundred Eleven Thousand Two Hundred Eighty Dollars (\$611,280)** over the two-year contract term.

Regardless of a patient's County Medi-Cal eligibility, the COUNTY is responsible for payment in full for CONTRACTOR'S services.

The CONTRACTOR will not bill a patient or insurance other than Medi-Cal directly for any services, such as unmet share of cost, deductibles, etc.

There is no administrative day rate. Payment is due from COUNTY for each day of inpatient psychiatric service, excluding day of discharge.

4. **CERTIFICATION OF PROGRAM INTEGRITY:**

4.1 CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.

4.2 CONTRACTOR shall ensure that each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement will assure the following:

4.2.1 An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Placer County and the DHCS, a copy of which will be provided to CONTRACTOR by County under separate cover.

4.2.2 The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.

4.2.3 The services included in the claim were actually provided to the beneficiary.

4.2.4 Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.

- 4.2.5 A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between Placer County and the DHCS.
- 4.2.6 For each beneficiary with day rehabilitation day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between Placer County and the DHCS.

NOTE: Authority: Sections 5775, 14043.75 and 14680 Welfare and Institutions Code.

- 4.3 CONTRACTOR certifies that it shall comply with all State and Federal requirements regarding false claims and whistleblower protection, including but not limited to California Government Code Sections 8547 et seq. and 12653, and shall not prevent an employee from disclosing information, or retaliate against an employee in any manner because of acts by or on behalf of the employee in disclosing information in furtherance of a false claims action.
- 4.4 In addition, CONTRACTOR certifies that the following processes are in place:
 - 4.4.1 Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.
 - 4.4.2 The designation of a compliance officer and a compliance committee that is are accountable to County Compliance Officer to report on adherence to the program senior management.
 - 4.4.3 Effective training and education for the compliance officer and the organization's employees.
 - 4.4.4 Enforcement of standards through well-publicized disciplinary guidelines.
 - 4.4.5 Provisions for internal monitoring and auditing.
 - 4.4.6 Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
 - 4.4.7 CONTRACTOR shall conduct monthly comparisons of all CONTRACTOR employees billing Medi-Cal to the following federal databases for positive name matches: Office of the Inspector General's (OIG) List of Excluded Individual/Entities (LEIE) (www.oig.hhs.gov) and General Services Administration (GSA) Excluded Parties List System (EPLS) (www.epls.gov) or System for Award Management (SAM) Excluded Parties List System (EPLS) (www.sam.gov/portal/public/SAM). These monthly checks shall be compiled into a quarterly report and sent to the County Contract Administrator. Individuals listed in these databases as ineligible to participate in Medicaid or Medicare may not provide services to the County.

5. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

- 5.1 Notwithstanding any other provision of the Agreement, CONTRACTOR shall be held harmless from any Federal or State audit disallowance and interest resulting from payments made to COUNTY pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
- 5.2 To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which COUNTY has received reimbursement for services provided,

CONTRACTOR shall recoup within 30 days from COUNTY through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to CONTRACTOR applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.

5.3 COUNTY shall reply in a timely manner, to any request for information or to audit exceptions by CONTRACTOR, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2018. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

7. **TERMINATION:** This Agreement may be terminated by either party by giving thirty (30) days' written notice of intention to terminate to the other party. This Agreement shall be terminated concurrently with any written notice to CONTRACTOR of a determination by the DHCS that CONTRACTOR is not complying with the requirements of the law or DHCS regulations in regard to staffing or services, resulting in the loss of reimbursement to COUNTY for contract expenditure to CONTRACTOR as provided by law. This Agreement shall be null and void in the event the DHCS or COUNTY gives notice that funding is to be terminated for all or a portion of the Mental Health program provided under this Agreement. In the event of termination, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of cancellation.

8. **CONTINGENCY OF FUNDING:**

8.1 This Agreement is valid and enforceable only if the County of Nevada, State and/or the United States government make sufficient funds available to the COUNTY for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by the Congress or the State that may affect the provisions, terms, or funding of this Agreement in any manner.

8.2 It is mutually agreed that if the Congress, State, or County of Nevada does not appropriate the same level of funding that was anticipated by COUNTY at the time this Agreement was initiated, or if funding amounts are modified at any time during the term of this Agreement, this Agreement may, at the discretion of COUNTY, be amended to reflect such changes in funding allocations.

8.3 COUNTY has the option to void the Agreement under the termination clause to reflect any reduction of funds.

8.4 Adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Nevada, State and/or the United States government. CONTRACTOR understands that amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

9. **RECORDS AND REPORTS:**

9.1 CONTRACTOR shall maintain accurate accounting records of its costs and operating expenses as well as a record of all revenues received applicable to services rendered to eligible patients during the period of this Agreement. Such records of revenues, costs, and expenditures shall be open to inspection, within the reasonable time limits of record

retention, by COUNTY, the State Controller, the State Director of Mental Health, and the U.S. Secretary of the Department of Health and Human Services, or any of their deputies.

- 9.2 Medical records of each patient shall be kept and shall include evaluative studies and records of services provided in sufficient detail to make possible an evaluation by COUNTY of the services, and shall be in accordance with rules and regulations of the Community Mental Health Services Act.
- 9.3 CONTRACTOR shall maintain beneficiary records and notes. Appropriate beneficiary information will be available to COUNTY upon beneficiary discharge to be incorporated into the Mental Health case record as determined by the COUNTY. Such records and information shall be provided each party hereto pursuant to procedures designed to protect the confidentiality of beneficiary medical records, applicable legal requirements and recognized standards of professional practice. In the event COUNTY requires extensive medical record information, CONTRACTOR may charge Twenty-five Cents (\$.25) per copy plus Sixteen and No/100 Dollars (\$16.00) per hour or fraction thereof for CONTRACTOR'S actual labor time incurred to photocopy medical records. This does not preclude COUNTY from photocopying medical records at no charge.
- 9.4 CONTRACTOR shall retain all beneficiary records for seven (7) years.
- 9.5 CONTRACTOR shall maintain statistical records and submit reports as required by COUNTY on or before the fifth working day of each month. All such records shall be available for inspection by auditors designated by COUNTY or State, at reasonable times during normal business hours.
- 9.6 Statistical and financial records shall be retained for four (4) years or until program review findings and/or audit findings are resolved, whichever is later.
- 9.7 ANNUAL COST REPORT: CONTRACTOR will provide COUNTY with an annual cost report on the form required by the DHCS and COUNTY, no later than 30 days following the previous State fiscal year.
- 9.8 Professional records shall be interchangeable between CONTRACTOR and COUNTY in order to support and establish a high level of clinical services and continuity of care and aftercare services in accordance with the Welfare and Institutions Code, Section 5328(a) and (b). All such records shall be confidential.

10. **REFERENCES TO LAWS AND RULES:**

- 10.1 All references in this Agreement to the California Code of Regulations, Welfare and Institutions Code, the California Mental Health Services Act, and to other laws, regulations, and policies may from time to time be changed by appropriate authority during the term of this Agreement and are agreed to be binding on both parties of this Agreement.
- 10.2 CONTRACTOR agrees to comply with all applicable provisions of Title 9 and 22 of the California Code of Regulations.

11. **DESIGNATION OF PLACER COUNTY TO INVOLUNTARILY DETAIN MENTALLY DISORDERED PERSONS FOR TREATMENT AND EVALUATION:**

- 11.1 Sections 5150 et seq. of the Welfare and Institutions Code provide that the COUNTY may designate facilities to provide for involuntary treatment and evaluation of persons who are mentally disordered.
- 11.2 COUNTY shall be responsible to designate CONTRACTOR and COUNTY staff authorized to complete application for the involuntary detention of mentally disordered persons pursuant to Welfare and Institutions Code 5150 et seq.

- 11.3 Pursuant to the terms of this Agreement and commencing on the date that this Agreement is in effect, CONTRACTOR shall be designated as a facility to involuntarily detain mentally disordered persons for treatment and evaluation.
- 11.4 This designation shall be rescinded at the discretion of the COUNTY Behavioral Health Director.
- 11.5 This designation shall continue in effect during the life of this Agreement, subject to the following conditions.
 - 11.5.1 CONTRACTOR shall meet such requirements as the State Director of Mental Health shall establish by regulation, as well as other legal requirements, and shall maintain all applicable current licenses.
 - 11.5.2 CONTRACTOR must meet those requirements and standards set forth in Division 5, Welfare and Institutions Code, and Title 9, California Code of Regulations.
 - 11.5.3 CONTRACTOR shall show no gross violations of clinical practice and/or safety precautions relevant to the class of persons for whom the designation applies, even though the violations may not be explicitly covered by licensing standards. Any such gross violations, as determined by the COUNTY Behavioral Health Director or designee, can result in discontinuance of the designation within and in accordance with California State Department of Social Services (Licensing and Certification); DHCS; Welfare and Institutions Code, JCAHO Regulations, California Code of Regulations, and other applicable laws.
 - 11.5.4 CONTRACTOR agrees to assume the full responsibility for assuring appropriate beneficiary care and accepts all legal obligations relevant thereto.
 - 11.5.5 CONTRACTOR shall allow the COUNTY Behavioral Health Director or designee to review CONTRACTOR for designation. Review shall consist of at least the following: analysis of reports; site visits; and medical records review, including utilization review and the safeguarding of Patients' Rights.
 - 11.5.6 CONTRACTOR shall notify the COUNTY Behavioral Health Director of any changes relating to the criteria for designation.
 - 11.5.7 CONTRACTOR agrees that once it initiates a Detainment Period (72 hours, 14 days, 180 days, etc.), it will not terminate said period because the beneficiary involved is unable to arrange for payment for his/her care.
 - 11.5.8 CONTRACTOR agrees that, should it decide to terminate care at the end of a Detainment Period even though the beneficiary still needs care, it will arrange for the transfer of the beneficiary to a facility where the indicated level of care is available. COUNTY agrees to be financially responsible for costs pertaining to these transfers.
 - 11.5.9 CONTRACTOR agrees to submit all required reports in a timely manner to the COUNTY Behavioral Health Patients' Rights Advocate.
 - 11.5.10 CONTRACTOR shall comply with all requirements of the Certification Review Hearings and Capacity Hearings as specified in the Welfare & Institutions Code. Specifically, CONTRACTOR shall provide an appropriate location to conduct various hearings and shall designate a person to present evidence in support of the particular hearing. This person shall be designated by the Placer County Director of Adult System of Care.

12. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as an independent contractor, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

13. **HOLD HARMLESS AND INDEMNIFICATION:** COUNTY shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. CONTRACTOR shall be responsible for damages caused by the acts or omissions of its officers, employees and agents occurring in the performance of this Agreement. It is the intention of CONTRACTOR and COUNTY that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees and agents.

It is also the intention of CONTRACTOR and COUNTY that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

14. **INSURANCE:** It is agreed that CONTRACTOR and COUNTY shall each maintain at all times during the performance of this Agreement insurance or self-insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, workers' compensation, and medical malpractice. Each party shall file with the other a letter from the party's Risk Manager showing either insurance coverage as specified or reserves in not less than One Million Dollars (\$1,000,000). CONTRACTOR represents to COUNTY that CONTRACTOR is fully licensed and/or is in conformance with all appropriate statutes, rules, and regulations with regard to the provisions of service within this Agreement.

15. **CONFLICT OF INTEREST:** CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employees that would conflict with this Agreement and will not enter into any such business or financial relationships with any such employees during or following the period of this Agreement.

16. **CONFIDENTIALITY:** CONTRACTOR and COUNTY agree to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules, and further agrees to hold each other harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

17. **HIPAA COMPLIANCE:** CONTRACTOR and COUNTY agree, to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 142, 160, 162, and 164) to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

More specifically, CONTRACTOR and COUNTY will not use or disclose confidential information other than as permitted or required by this Agreement and will notify each other of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of the parties elsewhere as set forth in this Agreement, the parties may terminate this Agreement without penalty or recourse if determined that the other party violated a material term of the provisions of this section.

CONTRACTOR ensures that any subcontractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

18. **CONTRACTOR ADMINISTRATOR:**

ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement.

ADMINISTRATOR is responsible for monitoring the performance of the contract in meeting the terms of this Agreement, for reviewing the quality of contract services, notifying COUNTY of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

ADMINISTRATOR may be revised from time to time, at the discretion of the CONTRACTOR. Any change in ADMINISTRATOR will be provided to COUNTY by written notice. At contract commencement, the ADMINISTRATOR will be:

Curtis Budge, Client Services Program Manager
Placer County Adult System of Care
101 Cirby Hills Drive
Roseville, CA 95678
916/787-8976

19. **CONTRACTOR REPRESENTATIVE:** The Director of Adult System of Care or her designee is the representative of the CONTRACTOR, will administer this Agreement for the CONTRACTOR, and may be contacted as follows:

Maureen F. Bauman, LCSW, MPA, Director,
Adult System of Care and Medical Clinics
Placer County Dept. of Health and Human Services
11512 B Avenue
Auburn, CA 95603
530/889-7256

20. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows: Changes in contact person or address information shall be made by notice, in writing, to the other party:

If to CONTRACTOR: Jeffrey S. Brown, Director,
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to COUNTY: Rebecca Slade, Director
Nevada County Behavioral Health
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945

21. **NONDISCRIMINATION:**

- 21.1 During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
- 21.2 CONTRACTOR will not employ discriminatory practices in the admission of patients, assignment of accommodations, employment of personnel, or other respects on the basis of race, color, sex religion, national origin, ancestry, or handicap.
- 21.3 CONTRACTOR shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract.
- 21.4 All professional and paraprofessional staff/personnel shall meet all applicable requirements set forth in law or regulations pertaining to their licensure status.

22. **ASSIGNMENT:** CONTRACTOR shall not assign, sublet, delegate or transfer any of its rights, duties or obligations arising hereunder without written consent of COUNTY.

23. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

24. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California, and CONTRACTOR hereby waives the provisions in California Code of Civil Procedure §394.

// Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("COUNTY")

COUNTY OF PLACER ("CONTRACTOR")

Chair, Nevada County Board of Supervisors

Date: _____

Rebecca Slade, Director
Nevada County Behavioral Health Division

Date: _____

Approved as to Form:
Office of Nevada County Counsel

Date: _____

Jeffrey S. Brown, Director
Department of Health and Human Services

Date: _____

Maureen F. Bauman, LCSW, MPA, Director,
Adult System of Care and Medical Clinics

Date: _____

Approved as to Form:
Office of Placer County Counsel

Date: _____

EXHIBITS:

Exhibit A: Admissions Procedure

Exhibit B: Mental Health Crisis Evaluation
(CARE 002)

Exhibit C: Periodic Information Sheet (CARE
024)

Exhibit D: Application for 72-Hour Detention for
Evaluation and Treatment

Exhibit E: Authorization for Treatment and
Payment

Exhibit F: Authorization for Release of Patient
Information

Admission Procedure

Nevada County Clients
Placer County Psychiatric Health Facility
101 Cirby Hills Drive, Roseville, California

POLICY: Effective June 22, 2001, Placer County will admit Nevada County Medi-Cal eligible and indigent clients to the Placer County Psychiatric Health Facility (PHF) pursuant to the contractual agreement between Placer and Nevada Counties for in-patient psychiatric services. The following procedure has been developed as a guideline for Placer County ACCESS workers to assist Nevada County in placing their clients at the Placer County PHF.

PURPOSE: To detail the admissions process of Nevada County Medi-Cal eligible and indigent clients to the Placer County PHF.

PROCEDURE: All potentially eligible Nevada County clients shall be processed through the following admissions procedure:

- ❑ All Nevada County clients must be medically cleared in the ER prior to admission to the Placer County PHF. For the benefit of the emergency room physician, Placer County's minimum requirements for medical clearance may be obtained by calling ACCESS – ROSEVILLE (916) 787-8860. This clearance will usually be accomplished at a medical facility in Nevada County. The Placer County ACCESS worker will not call the psychiatrist to discuss admitting the client to the PHF if there is no medical clearance.
- ❑ Once the client is medically cleared, the Nevada County mental health worker will complete a 5150 evaluation to determine if the client meets criteria for a psychiatric hold.
- ❑ If the client meets criteria and is in need of psychiatric hospitalization, the Nevada County worker will contact the on-call Placer County ACCESS worker. The Nevada County worker will fax the following completed forms to the Placer County ACCESS worker for review and concurrence:
 - Crisis/5150 Evaluation (CARE-002, 002a)
 - Periodic Information Sheet (CARE-024)
 - Application for 72-Hour Detention
 - Authorization for Treatment and Payment
 - Authorization for Release of Patient Information

If the forms are complete and no additional information is required, the Placer County ACCESS worker will call the Placer County On-Call psychiatrist and review the case for admittance to the PHF.

- a) If additional information is required initially, the Placer County ACCESS worker will call the Nevada County worker prior to the client being discussed with the psychiatrist.
 - b) If questions arise during the conversation between the Placer County ACCESS worker and the psychiatrist, the psychiatrist will call the Nevada County worker for additional information in order to make the determination to allow admission to the PHF.
 - c) The emergency room physician will call the psychiatrist for a physician-to-physician consult if additional information is required regarding the medical clearance.
- ❑ Once the psychiatrist has made the determination to admit the client to the PHF, the Nevada County worker will arrange for an ambulance to transport the client to the PHF. The ambulance service must stay at the PHF until admission. All original documents must accompany the patient to the PHF.
 - ❑ If the client is not admitted to the PHF for any reason, the Nevada County worker will locate a facility that will admit the client.

Mental Health Crisis Evaluation

Patient Name (Last, First, Middle)

EXHIBIT B

AVATAR #: _____ Evaluation Date: _____

Start Time: _____ Hospital admit date/time (if applicable): _____

Location of patient/evaluation site: _____

Was Patient on W & I 5150 Hold prior to evaluation? ☐ No ☐ Yes.

If yes, Agency/Date/Time: _____

Was Patient on 1799.11 hold prior to evaluation? ☐ No ☐ Yes.

If yes, MD/Date/Time: _____

Patient Information:		Birth Name: <input type="checkbox"/> Same as above <input type="checkbox"/> Other (write full name below)			<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other	
D.O.B.:	Age:	Hispanic or Latino? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ethnicity:	Primary Language:	Preferred Language:	
Social Security #:		Marital Status:	Religion:	Employed? <input type="checkbox"/> SSI <input type="checkbox"/> Full-time <input type="checkbox"/> Student <input type="checkbox"/> Part-time <input type="checkbox"/> Unemployed		
Address:			City:	State:	Zip Code:	
Home Phone:		Work or Cell Phone:		Birth City/State/Country:		Mother's First Name:
Contact Person/Next of Kin Name:		Relationship:	Contact Address:		Contact Phone:	
Insurance Information:	<input type="checkbox"/> Placer County Medi-Cal: <input type="checkbox"/> CA Health and Wellness <input type="checkbox"/> Anthem BC			<input type="checkbox"/> No insurance		
	<input type="checkbox"/> Other County Medi-Cal, County: _____			<input type="checkbox"/> Unknown/Unable to determine		
	<input type="checkbox"/> Medicare: <input type="checkbox"/> Part A <input type="checkbox"/> Part B			<input type="checkbox"/> Other health insurance: _____		
	<input type="checkbox"/> Medicare/Medi-Cal (Medi/Medi)					
Have you ever served in the United States Military? <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you an Active Duty Officer in the United States Military? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are you an immediate family member of a Veteran or an Active Duty Officer in the United States Military?						<input type="checkbox"/> Yes <input type="checkbox"/> No

ETOH: ☐ Negative ☐ Below 120 (time): _____ ☐ Pending - Initial Level: _____ (time): _____Other substance(s): ☐ NA/None ☐ Positive for: _____Reason for Evaluation Request: ☐ Danger To Self ☐ Danger To Others ☐ Gravely Disabled ☐

Other: _____

Who was present during evaluation? _____

Presenting Problems/Precipitating Events: _____

Mental Health Crisis Evaluation

Patient Name (Last, First, Middle)

Mental Health Treatment History: Does the patient have a diagnosed mental illness? ☐ No ☐ Yes

(Describe diagnostic and hospitalization history):

Social/Family History (family mental health history, physical/sexual/substance abuse, trauma):

Current Legal Issues: ☐ Denies ☐ Yes, Explain:

Current Medical Issues / Medical Issues Affecting Current Crisis: ☐ Denies ☐ Yes, Explain:

Prescription/Over-the-Counter Medications:

Medication	Dosage	Effectiveness	Prescribing Provider

Substance Use (Include caffeine, tobacco, alcohol, illegal substances, and prescribed and non-prescribed controlled substances)

Substance	Last Used	Current Use Pattern	Withdrawal Potential
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Mental Health Crisis Evaluation

Patient Name (Last, First, Middle)

			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Collateral Contacts

Name	Collateral Source Type	Contact Information (address, phone number)
	<input type="checkbox"/> Family <input type="checkbox"/> Friend <input type="checkbox"/> Health Professional <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Mental Health Professional <input type="checkbox"/> Other _____	
	<input type="checkbox"/> Family <input type="checkbox"/> Friend <input type="checkbox"/> Health Professional <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Mental Health Professional <input type="checkbox"/> Other _____	
	<input type="checkbox"/> Family <input type="checkbox"/> Friend <input type="checkbox"/> Health Professional <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Mental Health Professional <input type="checkbox"/> Other _____	

Collateral Contact Information (How did collateral learn that the patient was in crisis?): ☐ See Addendum

_____ **Resiliency Factors** (Who and what will help the patient get through the current crisis? Include education, employment, significant relationships.): _____

_____ **Does the patient have a W.R.A.P. Plan?** ☐ Yes ☐ No ***If***
not, was Patient given W.R.A.P. follow up information? ☐ Yes ☐ No

Mental Health Crisis Evaluation

Patient Name (Last, First, Middle)

MENTAL STATUS EXAM

GENERAL APPEARANCE

General physical appearance ☐ Unremarkable ☐ Younger than age ☐ Older than age ☐ Underweight ☐ Overweight ☐ Other (specify) _____
Grooming ☐ Appropriate ☐ Hospital gown ☐ Unkempt/Disheveled ☐ Malodorous ☐ Other (specify) _____

BEHAVIOR

Activity ☐ Unremarkable ☐ Overactive ☐ Underactive ☐ Fidgety ☐ Other (specify) _____
Posture ☐ Erect ☐ Relaxed ☐ Slouched ☐ Rigid ☐ Other (specify) _____
Attitude / Behavior ☐ Cooperative ☐ Uncooperative ☐ Argumentative ☐ Guarded ☐ Fearful ☐ Other (specify) _____
Eye Contact ☐ Good ☐ Poor ☐ Fixed Gaze ☐ Other (specify) _____

CHARACTERISTICS OF SPEECH

Speech Tone ☐ Unremarkable ☐ Loud ☐ Monotone ☐ Soft ☐ Other (specify) _____
Quality ☐ Unremarkable ☐ Incoherent ☐ Slurred ☐ Hesitant ☐ Rehearsed ☐ Rambling ☐ Other (specify) _____
Rate ☐ Unremarkable ☐ Hesitant ☐ Slow ☐ Pressured ☐ Rapid ☐ Other (specify) _____

MOOD AND AFFECT

Mood ☐ Euthymic ☐ Dysphoric ☐ Elevated ☐ Euphoric/Elated/Ecstatic ☐ Depressed/Hopeless ☐ Tearful ☐ Anxious ☐ Irritable
☐ Alexithymic (unable to identify, doesn't know how they feel) ☐ Other (specify) _____
Affect ☐ Congruent ☐ Incongruent ☐ Constricted ☐ Blunted ☐ Flat ☐ Labile ☐ Other (specify) _____

CHARACTERISTICS OF THOUGHT

Content ☐ Logical ☐ Coherent ☐ Ideas of reference ☐ Persecutory ☐ Phobic / Fears ☐ Fixations ☐ Paranoia ☐ Grandiose
☐ Other (specify) _____
Formal thought process ☐ Linear ☐ Tangential ☐ Blocked ☐ Loosely Associated ☐ Flight of ideas ☐ Concrete ☐ Incoherent

CHARACTERISTICS OF PERCEPTION

Internally Preoccupied? ☐ Yes ☐ No **Experiencing Hallucinations?** ☐ Yes ☐ No
If YES, check content: ☐ Auditory ☐ Visual ☐ Tactile ☐ Olfactory ☐ Gustatory ☐ Other (specify) _____

INSIGHT ☐ Good ☐ Fair ☐ Poor**JUDGMENT** ☐ Good ☐ Fair ☐ Poor**ORIENTATION** Oriented to (check all that apply): ☐ Person ☐ Place ☐ Time ☐ Situation

CHARACTERISTICS OF MEMORY

Immediate ☐ No impairment noted ☐ Impairment noted
Recent Past ☐ Clear ☐ Impaired Mildly ☐ Impaired Moderately ☐ Impaired Severely ☐ Confabulation (fabricated/distorted memories about oneself or the world)
Remote Past ☐ Clear ☐ Impaired Mildly ☐ Impaired Moderately ☐ Impaired Severely ☐ Confabulation (fabricated/distorted memories about oneself or the world)

SOMATIC CHARACTERISTICS

Appetite ☐ No change ☐ Increase ☐ Decrease **Weight** ☐ No change ☐ Increase ☐ Decrease, How much? _____ Time frame (months) _____
Sleep ☐ No change ☐ Increase ☐ Decrease ☐ Restless ☐ Early waking ☐ Nightmares ☐ Trouble falling asleep ☐ Trouble staying asleep **Hours/ night** _____

MOTIVATION FOR TREATMENT ☐ Motivated ☐ Ambivalent ☐ Unmotivated ☐ Resistant ☐ Motivated by external factors**MENTAL STATUS EXAM SUMMARY/NOTES:** _____

GENERAL APPEARANCE

General physical appearance ☐ Unremarkable ☐ Younger than age ☐ Older than age ☐ Underweight ☐ Overweight ☐ Other (specify) _____
Grooming ☐ Appropriate ☐ Hospital gown ☐ Unkempt/Disheveled ☐ Malodorous ☐ Other (specify) _____

BEHAVIOR

Activity ☐ Unremarkable ☐ Overactive ☐ Underactive ☐ Fidgety ☐ Other (specify) _____
Posture ☐ Erect ☐ Relaxed ☐ Slouched ☐ Rigid ☐ Other (specify) _____
Attitude / Behavior ☐ Cooperative ☐ Uncooperative ☐ Argumentative ☐ Guarded ☐ Fearful ☐ Other (specify) _____
Eye Contact ☐ Good ☐ Poor ☐ Fixed Gaze ☐ Other (specify) _____

CHARACTERISTICS OF SPEECH

Speech Tone ☐ Unremarkable ☐ Loud ☐ Monotone ☐ Soft ☐ Other (specify) _____
Quality ☐ Unremarkable ☐ Incoherent ☐ Slurred ☐ Hesitant ☐ Rehearsed ☐ Rambling ☐ Other (specify) _____
Rate ☐ Unremarkable ☐ Hesitant ☐ Slow ☐ Pressured ☐ Rapid ☐ Other (specify) _____

MOOD AND AFFECT

Mood ☐ Euthymic ☐ Dysphoric ☐ Elevated ☐ Euphoric/Elated/Ecstatic ☐ Depressed/Hopeless ☐ Tearful ☐ Anxious ☐ Irritable
☐ Alexithymic (unable to identify, doesn't know how they feel) ☐ Other (specify) _____
Affect ☐ Congruent ☐ Incongruent ☐ Constricted ☐ Blunted ☐ Flat ☐ Labile ☐ Other (specify) _____

CHARACTERISTICS OF THOUGHT

Content ☐ Logical ☐ Coherent ☐ Ideas of reference ☐ Persecutory ☐ Phobic / Fears ☐ Fixations ☐ Paranoia ☐ Grandiose
☐ Other (specify) _____
Formal thought process ☐ Linear ☐ Tangential ☐ Blocked ☐ Loosely Associated ☐ Flight of ideas ☐ Concrete ☐ Incoherent

CHARACTERISTICS OF PERCEPTION

Internally Preoccupied? ☐ Yes ☐ No **Experiencing Hallucinations?** ☐ Yes ☐ No
If YES, check content: ☐ Auditory ☐ Visual ☐ Tactile ☐ Olfactory ☐ Gustatory ☐ Other (specify) _____

INSIGHT ☐ Good ☐ Fair ☐ Poor

JUDGMENT ☐ Good ☐ Fair ☐ Poor

ORIENTATION Oriented to (check all that apply): ☐ Person ☐ Place ☐ Time ☐ Situation

CHARACTERISTICS OF MEMORY

Immediate ☐ No impairment noted ☐ Impairment noted
Recent Past ☐ Clear ☐ Impaired Mildly ☐ Impaired Moderately ☐ Impaired Severely ☐ Confabulation (fabricated/distorted memories about oneself or the world)
Remote Past ☐ Clear ☐ Impaired Mildly ☐ Impaired Moderately ☐ Impaired Severely ☐ Confabulation (fabricated/distorted memories about oneself or the world)

SOMATIC CHARACTERISTICS

Appetite ☐ No change ☐ Increase ☐ Decrease **Weight** ☐ No change ☐ Increase ☐ Decrease, How much? _____ Time frame (months) _____
Sleep ☐ No change ☐ Increase ☐ Decrease ☐ Restless ☐ Early waking ☐ Nightmares ☐ Trouble falling asleep ☐ Trouble staying asleep **Hours/ night** _____

MOTIVATION FOR TREATMENT ☐ Motivated ☐ Ambivalent ☐ Unmotivated ☐ Resistant ☐ Motivated by external factors

MENTAL STATUS EXAM SUMMARY/NOTES: _____

RISK FACTORS

Danger to Self – ☐ N/A

- ☐ Suicidal Ideation
- ☐ Suicidal Intent
- ☐ Suicidal Plan
- ☐ Access to Weapons
- ☐ Prior Attempts
- ☐ Family History of Suicide
- ☐ Self-Injurious Behavior
- ☐ Significant Loss or Stressor
- ☐ Medical Problems
- ☐ Substance Abuse
- ☐ Demographic risk factors
- ☐ Mood Disorder
- ☐ Anxiety Disorder
- ☐ Schizophrenia
- ☐ Personality Disorder

Details of any checked items: _____

Deterrents to Suicide

- ☐ Religious Faith
- ☐ Hopefulness of the existence of a solution
- ☐ Does not want to hurt loved ones
- ☐ Ambivalence
- ☐ Reason for living: _____

Assessed risk level:

☐ High ☐ Med ☐ Low

Danger to Others – ☐ N/A

- ☐ Current homicidal thoughts/behavior
- ☐ Access / Realistic means
- ☐ Past homicidal thoughts / behavior
- ☐ History of violence (threats or acts)
- ☐ Command hallucinations
- ☐ Current / History of domestic violence
- ☐ Identified victim
 - ☐ Tarasoff / Ewing warning needed
- ☐ Victim of past abuse
 - ☐ Abuse report needed
- ☐ Child abuse suspected
 - ☐ Abuse report needed
- ☐ Substance abuse

Details of any checked items: _____

Assessed risk level:

☐ High ☐ Med ☐ Low

Gravely disabled – ☐ N/A

Mental Health Crisis Evaluation

Patient Name (Last, First, Middle)

☐ Unable to provide for food, shelter or clothing
due to mental disability

☐ Unable / unwilling to accept food, shelter or
clothing from a 3rd party who is able to provide
due to mental disability

☐ No one is able / willing to provide food, shelter or
clothing

Not Gravely disabled if:

☐ Able/willing to access/accept food, shelter or
clothing

Details of any checked items: _____

Assessed risk level:

☐ High ☐ Med ☐ Low

Diagnostic Impression

(Axis I and II, use *numeric codes*):

Axis I (primary): ____ . ____ : _____

Axis I (secondary): ____ . ____ : _____

Axis II: ____ . ____ : _____

____ Axis III/General Medical Condition Code(s): ____ . ____ : _____

Axis IV (check all that apply): ☐ Problems with primary support group ☐ Problems related to the social environment ☐ Educational
problems ☐ Occupational problems ☐ Housing problems ☐
Economic problems ☐ Problems with access to health care ☐ Problems related to interaction with the
legal system/crime ☐ Other psychosocial and environmental
problems _____

Axis V (GAF): _____

Is Axis I Primary? ☐ Y ☐ N Is Axis II Primary? ☐ Y ☐ N (Only one Axis can be checked "Y.")Does a Substance Use Disorder Exist? ☐ Y ☐ N ☐ Unknown/Not ReportedHas the client been a victim of trauma (either by experience or witnessing): ☐ Y ☐ N ☐ Unknown/Not Reported**Formulation** (Describe why a patient does or does not meet criteria for a hold and/or why a patient was released from a hold.

Include psychiatrist consultations): _____

[_____]
Patient Name (Last, First, Middle)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Signature: _____ Date: _____ Time completed: _____

DISPOSITION

CHECK ONE CATEGORY	COMPLETE CHECKED SECTION AT TIME OF PATIENT'S DISCHARGE FROM FACILITY
<input type="checkbox"/> Patient Did NOT Meet 5150 Criteria	<input type="checkbox"/> Patient was not on a hold and did not meet criteria. <input type="checkbox"/> Patient agreed to a No Harm Safety Plan and/or Follow-Up Services Plan (copy/copies attached). <input type="checkbox"/> Patient was on hold prior to evaluation. Hold was voided after consultation with on-call psychiatrist. See "Formulation" section for details. NAME OF PSYCHIATRIST: _____ <input type="checkbox"/> Patient agreed to a No Harm Safety Plan and/or Follow-Up Services Plan (copy/copies attached). Discharge Date: _____ Time: _____ Crisis Worker (print): _____ Licensure, Degree or Job Title: _____ Signature: _____
<input type="checkbox"/> Patient agreed to Voluntary Treatment	Patient agreed to Voluntary Treatment at (check one): <input type="checkbox"/> Cornerstone <input type="checkbox"/> Safe Harbor <input type="checkbox"/> Partial Hospitalization <input type="checkbox"/> Other:_____ Discharge Date: _____ Time: _____ Crisis Worker (print): _____ Licensure, Degree or Job Title: _____ Signature: _____
<input type="checkbox"/> Patient Did Meet 5150 Criteria	Patient was placed on 5150 hold as: <input type="checkbox"/> Danger to Self <input type="checkbox"/> Danger to Others <input type="checkbox"/> Gravely Disabled Patient accepted to (facility name): _____ Date: _____ Time: _____ Discharge/Transport Date: _____ Time: _____ Short Doyle Letter Sent to placement facility? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Copy of Hold, Evaluation & Short Doyle Faxed to ASOC Discharge Coordinator? <input type="checkbox"/> Yes <input type="checkbox"/> No Crisis Worker (print): _____ Licensure, Degree or Job Title: _____ Signature: _____

Mental Health Crisis Evaluation

[

Patient Name (Last, First, Middle)
]

Discharge/Transportation Notes (if applicable):

Placer County Systems of Care
Mental Health Crisis Evaluation

Patient Name (Last, First, Middle)

Evaluation Date: _____

Placer County Systems of Care
Attachment to:
Mental Health Crisis Evaluation

Use this blank sheet for additional information for the assessment. Write the name of the section prior to the narrative. Sign with your name, licensure, and date directly after your narrative and draw a line through the remainder of the form.

Client Name (Last, First, Middle): _____ Case #: _____

Placer County Systems of Care
PERIODIC INFORMATION SHEET

☐ Assessment/Admission/Re-admission ☐ Yearly ☐ Discharge ☐

Deceased

Admission/Admission/Page 2

1. Client's Living Arrangement:	<input type="checkbox"/> House/Apt. Trailer, Dorm, hotel, etc.(A) <input type="checkbox"/> Foster Family Home or FFA (E) <input type="checkbox"/> Supported housing, Adult (D) <input type="checkbox"/> Mental Health Rehab Center, 24 hr. (K) <input type="checkbox"/> Community Treatment Facility (H) <input type="checkbox"/> Board and Care (I) <input type="checkbox"/> State Hospital (N) <input type="checkbox"/> Homeless/no identifiable residence (P) <input type="checkbox"/> Unknown/not reported (U)	<input type="checkbox"/> House/Apt., Adult with some support for daily living activities(B) <input type="checkbox"/> House/Apt., Adult, requires daily support (C) <input type="checkbox"/> Group Home, includes Levels 1 – 12 for children (F) <input type="checkbox"/> Residential Treatment, including Level 13 & 14 for children (G) <input type="checkbox"/> Justice related (Juv. Hall, Jail, CYA home, Correctional Fac.) (O) <input type="checkbox"/> Inpatient Psychiatric Hosp., PHF, or VA Hospital (M) <input type="checkbox"/> Skilled Nursing Facility/IMD/Intermediate Care Facility (L) <input type="checkbox"/> Adult Residential Fac., Social Rehab. Facility, Crisis Residential, Transitional Residential, Drug Facility, Alcohol Facility (J) <input type="checkbox"/> Other (Q)
--	--	--

Admission/Demographics/Page 2

2. Education: (Check highest level completed)	<input type="checkbox"/> None, Kindergarten only (00) <input type="checkbox"/> Completed the following grade level 01 through 20: _____ <input type="checkbox"/> Other – Including Vocational Ed (98) <input type="checkbox"/> GED <input type="checkbox"/> Unknown/Not Reported (99)
3. Employment Status:	<div style="margin-bottom: 10px;"> •Employed in Competitive Job Market <input type="checkbox"/> Full Time, 35 hrs or more week (A) <input type="checkbox"/> Part-time, less than 35 hrs week (B) </div> <div style="margin-bottom: 10px;"> •Employed in Non-Competitive Job Market (i.e., DeWitt Diner, PRIDE) <input type="checkbox"/> Full Time, 35 hrs or more week (C) <input type="checkbox"/> Part-time, less than 35 hrs week (D) </div> <div> •Not in the paid work force <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Actively looking for work (E) <input type="checkbox"/> Homemaker (F) <input type="checkbox"/> Student (G) <input type="checkbox"/> Retired (I) </div> <div style="width: 48%;"> <input type="checkbox"/> Volunteer (H) <input type="checkbox"/> Resident/Inmate of Institution (J) <input type="checkbox"/> Other (K) <input type="checkbox"/> Unknown (U) </div> </div> </div>

CSI/Page 2

4. Number of Children the client cares for or is responsible for at least 50% of the time.	#:	_____ _____	<input type="checkbox"/> Unknown
5. Number of Dependent Adults the client cares for or is responsible for at least 50% of the time.	#:	_____ _____	<input type="checkbox"/> Unknown

Admission/CSI/Page 2

6. Conservatorship/ Court Status:	<input type="checkbox"/> Not Applicable (J)	<input type="checkbox"/> Temp. Conservatorship (A)	<input type="checkbox"/> PC2974, Penal Code Section 2974 (E)
	<input type="checkbox"/> Dependent of Court, W&I 300 (G)	<input type="checkbox"/> LPS Conservatorship (B)	<input type="checkbox"/> Representative Payee without
	<input type="checkbox"/> Ward of Court, W&I 601 (H)	<input type="checkbox"/> Probate Conservatorship (D)	Conservatorship (F)
	<input type="checkbox"/> Ward of Court, W&I 602 (I)	<input type="checkbox"/> Murphy Conservatorship (C)	<input type="checkbox"/> Unknown/Not Reported (U)

Completed by: _____ Date: _____

Entered into AVATAR by: _____ Date: _____

**APPLICATION FOR ASSESSMENT,
EVALUATION, AND CRISIS INTERVENTION
OR PLACEMENT FOR EVALUATION AND
TREATMENT**

Confidential Client/Patient Information
See California W&I Code Section 5328 and
HIPAA Privacy Rule 45 C.F.R. § 164.508

Welfare and Institutions Code (W&I Code), Section 5150(f) and (g), require that each person, when first detained for psychiatric evaluation, be given certain specific information orally and a record be kept of the advisement by the evaluating facility.

☐ **Advisement Complete** ☐ **Advisement Incomplete**

Good Cause for Incomplete Advisement

Advisement Completed By

Position

DETAINMENT ADVISEMENT

My name is _____.

I am a (peace officer/mental health professional) with (name of agency). You are not under criminal arrest, but I am taking you for examination by mental health professionals at (name of facility).

You will be told your rights by the mental health staff.

If taken into custody at his or her residence, the person shall also be told the following information:

You may bring a few personal items with you, which I will have to approve. Please inform me if you need assistance turning off any appliance or water. You may make a phone call and leave a note to tell your friends or family where you have been taken.

Language or Modality Used

Date of Advisement

To (name of 5150 designated facility) _____

Application is hereby made for the assessment and evaluation of _____

Residing at _____, California, for up to 72- hour assessment, evaluation and crisis intervention or placement for evaluation and treatment at a designated facility pursuant to Section 5150, et seq. (adult) or Section 5585 et seq. (minor), of the W&I Code. If a minor, authorization for voluntary treatment is not available and to the best of my knowledge, the legally responsible party appears to be / is: (Circle one) Parent; Legal Guardian; Juvenile Court under W&I Code 300; Juvenile Court under W&I Code 601/602; Conservator. If known, provide names, address and telephone number:

The above person's condition was called to my attention under the following circumstances: _____

I have probable cause to believe that the person is, as a result of a mental health disorder, a danger to others, or to himself/ herself, or gravely disabled because: (state specific facts) _____

Based upon the above information, there is probable cause to believe that said person is, as a result of mental health disorder:

☐ **A danger to himself/herself.** ☐ **A danger to others.** ☐ **Gravely disabled adult.** ☐ **Gravely disabled minor.**

Signature, title and badge number of peace officer, professional person in charge of the facility designated by the county for evaluation and treatment, member of the attending staff, designated members of a mobile crisis team, or professional person designated by the county.

Date

Phone

Time

Name of Law Enforcement Agency or Evaluation Facility/Person

Address of Law Enforcement Agency or Evaluation Facility/Person

NOTIFICATIONS TO BE PROVIDED TO LAW ENFORCEMENT AGENCY

Notify (officer/unit & telephone #) _____

NOTIFICATION OF PERSON'S RELEASE IS REQUESTED BY THE REFERRING PEACE OFFICER BECAUSE:

☐ The person has been referred to the facility under circumstances which, based upon an allegation of facts regarding actions witnessed by the officer or another person, would support the filing of a criminal complaint.

☐ Weapon was confiscated pursuant to Section 8102 W&I Code. Upon release, facility is required to provide notice to the person regarding the procedure to obtain return of any confiscated firearm pursuant to Section 8102 W&I Code.

SEE REVERSE SIDE REFERENCES AND DEFINITIONS

**APPLICATION FOR ASSESSMENT,
EVALUATION, AND CRISIS INTERVENTION
OR PLACEMENT FOR EVALUATION AND
TREATMENT**

REFERENCES AND DEFINITIONS

"Gravely Disabled" means a condition in which a person, as a result of a mental disorder, is unable to provide for his or her basic personal needs for food, clothing and shelter. SECTION 5008(h) W&I Code.

"Gravely Disabled Minor" means a minor who, as a result of a mental disorder, is unable to use the elements of life which are essential to health, safety, and development, including food, clothing, and shelter, even though provided to the minor by others. Intellectual disability, epilepsy, or other developmental disabilities, alcoholism, other drug abuse, or repeated antisocial behavior do not, by themselves, constitute a mental disorder. SECTION 5585.25 W&I Code.

"Peace officer" means a duly sworn peace officer as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code who has completed the basic training course established by the Commission on Peace Officer Standards and Training, or any parole officer or probation officer specified in Section 830.5 of the Penal Code when acting in relation to cases for which he or she has a legally mandated responsibility. SECTION 5008(i) W&I Code.

Section 5152.1 W&I Code

The professional person in charge of the facility providing 72-hour evaluation and treatment, or his or her designee, shall notify the county mental health director or the director's designee and the peace officer who makes the written application pursuant to Section 5150 or a person who is designated by the law enforcement agency that employs the peace officer, when the person has been released after 72-hour detention, when the person is not detained, or when the person is released before the full period of allowable 72-hour detention if all of the conditions apply:

- (a) The peace officer requests such notification at the time he or she makes the application and the peace officer certifies at that time in writing that the person has been referred to the facility under circumstances which, based upon an allegation of facts regarding actions witnessed by the officer or another person, would support the filing of a criminal complaint.
- (b) The notice is limited to the person's name, address, date of admission for 72-hour evaluation and treatment, and date of release.

If a police officer, law enforcement agency, or designee of the law enforcement agency, possesses any record of information obtained pursuant to the notification requirements of this section, the officer, agency, or designee shall destroy that record two years after receipt of notification.

Section 5152.2 W&I Code

Each law enforcement agency within a county shall arrange with the county mental health director a method for giving prompt notification to peace officer pursuant to Section 5152.1 W&I Code.

Section 5585.50 W&I Code

The facility shall make every effort to notify the minor's parent or legal guardian as soon as possible after the minor is detained. Section 5585.50 W&I Code.

A minor under the jurisdiction of the Juvenile Court under Section 300 W&I Code is due to abuse, neglect, or exploitation.

A minor under the jurisdiction of the Juvenile Court under Section 601 W&I Code is due to being adjudged a ward of the court as a result of being out of parental control.

A minor under the jurisdiction of the Juvenile Court under Section 602 W&I Code is due to being adjudged a ward of the court because of crimes committed.

Section 8102 W&I Code (EXCERPTS FROM)

(a) Whenever a person who has been detained or apprehended for examination of his or her mental condition or who is a person described in Section 8100 or 8103, is found to own, have in his or her possession or under his or her control, any firearm whatsoever, or any other deadly weapon, the firearm or other deadly weapon shall be confiscated by any law enforcement agency or peace officer, who shall retain custody of the firearm or other deadly weapon.

"Deadly weapon," as used in this section, has the meaning prescribed by Section 8100.

(b)(1) Upon confiscation of any firearm or other deadly weapon from a person who has been detained or apprehended for examination of his or her mental condition, the peace officer or law enforcement agency shall issue a receipt describing the deadly weapon or any firearm and listing any serial number or other identification on the firearm and shall notify the person of the procedure for the return, sale, transfer, or destruction of any firearm or other deadly weapon which has been confiscated. A peace officer or law enforcement agency that provides the receipt and notification described in Section 33800 of the Penal Code satisfies the receipt and notice requirements.

(2) If the person is released, the professional person in charge of the facility, or his or her designee, shall notify the person of the procedure for the return of any firearm or other deadly weapon which may have been confiscated.

(3) Health facility personnel shall notify the confiscating law enforcement agency upon release of the detained person, and shall make a notation to the effect that the facility provided the required notice to the person regarding the procedure to obtain return of any confiscated firearm.

Authorization for Treatment and Payment

Client (name) _____, referred
by _____ County for consideration for admission to the Placer
County Telecare PHF Unit.

County (name) _____ agrees to be fiscally responsible for this
referral.

Authorizing Agent/Title

(Print Name)

(Title)

(Signature)

(Date)



COUNTY OF PLACER AUTHORIZATION FOR RELEASE OF INFORMATION

Patient/Client Identifying Information		
LAST NAME:	FIRST NAME:	MIDDLE INITIAL:
STREET ADDRESS:	CITY/STATE:	ZIP CODE:
SOCIAL SECURITY NUMBER:	DATE OF BIRTH:	CASE NUMBER:

I hereby authorize _____ to disclose my protected health information to: _____.

Person/Organization Providing Information <small>[45 C.F.R. § 164.508(c)(ii) & Civ. Code § 56.11(c)]</small>	Person/Organization Receiving Information <small>[45 C.F.R. § 164.508(c)(iii) & Civ. Code § 56.11(f)]</small>
NAME:	NAME:
STREET ADDRESS:	STREET ADDRESS:
CITY/STATE/ZIP:	CITY/STATE: ZIP:
PHONE: FAX:	PHONE: FAX:
Detailed Description of What Kind of Information to be Released <small>[45 C.F.R. § 164.508(c)(i) & Civ. Code § 56.11(d) & (g)]</small>	
<input type="checkbox"/> Entire Record	<input type="checkbox"/> Diagnosis (specify): _____
<input type="checkbox"/> Medical Records Only	<input type="checkbox"/> Treatment Attendance/Participation
<input type="checkbox"/> Social/Medical/Legal History	<input type="checkbox"/> Seclusion Restraint Information
<input type="checkbox"/> Immunization Records Only	<input type="checkbox"/> Psychotherapy Notes
<input type="checkbox"/> Test/Testing Results (specify, e.g.: X-rays, EKG, labs, psychological, urinalysis):	<input type="checkbox"/> Individual Treatment Plan
<input type="checkbox"/> Other (Please Specify):	<input type="checkbox"/> Evaluation/Assessment (specify, e.g.: bio-social, psychological, psychiatric):
	<input type="checkbox"/> Other (Please Specify):

Relevant Dates of Treatment to be Disclosed, if known:

To the extent applicable, I understand that my medical record may contain information that is considered sensitive under the law. My check mark(s) below indicate(s) that I do **NOT** permit this type of information, if it exists, to be released. I understand that if I do not check in the box, this type of information will be released if it exists.

☐ Mental Health ☐ Substance Abuse ☐ HIV/AIDS ☐ Genetic Testing
☐ Sexually Transmitted Disease

Detailed Description of how Information will be Used:

(Examples: Evaluating; Monitoring Progress or Participation; Planning Treatment/
Case Management; Assessing Services; Patient/Client Request) [45 C.F.R. § 164.508(c)(iv)]

This *Authorization* will expire on (you must specify a date, not to exceed one year):
_____ (date)

[45 C.F.R. 164.508(c)(v) & Civ. Code § 56.11(h)]

I understand my rights:

- I authorize the disclosure of my health information as described above for the purpose(s) listed. This *Authorization* is voluntary, as I understand my health information is protected by Federal and State privacy regulations, and cannot be disclosed without my consent except as otherwise specifically provide by law. [45 CFR § 164.508(c)(2)(i)]
- I have the right to revoke this *Authorization* in writing to the provider of this information listed above. The *Authorization* will stop on the date my request is received, except for previously disclosed information and such disclosed information can be re-released by the recipient of the information because it is no longer protected under Federal law, or if this *Authorization* was obtained as a condition of insurance, enrollment, or eligibility. [45 C.F.R. § 164.508(c)(2)(ii) & Civ. Code § 56.11(h)]
- I understand the *Notice of Privacy Practices* provides instructions, should I choose to revoke my *Authorization*. [45 C.F.R. § 164.508(c)(ii)]
- I understand that I am signing this *Authorization* voluntarily and that treatment, payment or eligibility for my benefits will not be affected if I do not sign this *Authorization* unless my

treatment, enrollment in a health plan or eligibility for benefits are conditioned on me signing the *Authorization*. [45 C.F.R. § 164.508(c)(2)(ii)]

- I understand if the organization I have authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by Federal privacy regulations. [45 C.F.R. § 164.508(c)(2)(iii)]
- I understand I have the right to receive a copy of this *Authorization*.

Signature of Patient/Client:	Date:
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Photocopy of this *Authorization* shall have the same meaning as the original.

Signature of Parent, Guardian, Conservator, or Legal Representative (indicate relationship):	Date:
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