

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Locked Acute In-Patient and Crisis Residential Mental Health Services
CONTRACT NO. **CN001186**
BEGINS: July 1, 2018
ENDS: June 30, 2020
ADMINISTERING AGENCY: Health and Human Services, Adult System of Care

This is an Agreement made and operative as of the 1st day of July, 2018, between the COUNTY OF PLACER through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "PLACER COUNTY", and **County of Nevada, Department of Behavioral Health**, a political subdivision of the State of California, hereinafter referred to as "NEVADA COUNTY."

WHEREAS, NEVADA COUNTY wishes 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, PLACER COUNTY has the facilities and the ability to be certified and staffed to provide inpatient, involuntary and voluntary acute care for mentally disordered persons, and NEVADA 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, PLACER COUNTY desires to participate in NEVADA COUNTY'S preferred provider network and to make its facilities and services available to the beneficiaries, subject to the terms and conditions hereof, and NEVADA COUNTY desires to contract with PLACER COUNTY to provide inpatient services for patients referred by NEVADA 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 Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** PLACER COUNTY agrees to provide NEVADA COUNTY with psychiatric inpatient services, as set forth in **Exhibit A titled Scope of Services**, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, 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 NEVADA COUNTY or provide additional payment to PLACER COUNTY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** NEVADA COUNTY will pay to PLACER COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in **Exhibit B, titled Payment Provisions**. The payment specified in Exhibit B shall be the only payment made to PLACER COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **SIX HUNDRED ELEVEN THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$611,280)**. This rate shall be inclusive of all PLACER COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and

incidental expenses except as otherwise might be specifically set forth in this Agreement. PLACER COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to NEVADA COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**
 - 5.1. PLACER COUNTY shall provide invoices to the NEVADA COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be received by NEVADA COUNTY by 5pm June 20th, and invoices for actual services provided between June 16th and June 30th shall be received by NEVADA COUNTY by 5pm July 15th. For all other contracts, invoices for services provided during the month of June shall be received by NEVADA COUNTY by 5:00 p.m. on July 15th. **Exhibit B, titled Payment Provisions** shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. NEVADA COUNTY will review, approve, and pay all valid invoices within 30 days of receipt.
 - 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by NEVADA COUNTY or on PLACER COUNTY'S letterhead and shall include the contract number, the PLACER COUNTY name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Nevada County HHS Fiscal
Attn: Accounts Payable
950 Maidu Avenue
Nevada City, CA 95959
 - 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to PLACER COUNTY until NEVADA COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, NEVADA COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of PLACER COUNTY identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **ACCOUNTING REQUIREMENTS:** PLACER COUNTY shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. PLACER COUNTY shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, NEVADA COUNTY

and any other local or private organizations. PLACER COUNTY 'S records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

8. **RIGHT TO MONITOR AND AUDIT:** NEVADA COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. NEVADA COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. NEVADA COUNTY will have the right to review financial and programmatic reports and will notify PLACER COUNTY of any potential Federal and/or State exception(s) discovered during such examination. NEVADA COUNTY will follow-up and ensure that PLACER COUNTY takes timely and appropriate action on all deficiencies.
9. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**
 - 9.1. Notwithstanding any other provision of the Agreement, NEVADA COUNTY will be held harmless by PLACER COUNTY from any Federal or State audit disallowance and interest resulting from payments made to PLACER COUNTY pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
 - 9.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which PLACER COUNTY has received reimbursement for services provided, NEVADA COUNTY will recoup within 30 days from PLACER 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 NEVADA COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
 - 9.3. PLACER COUNTY shall reply in a timely manner, to any request for information or to audit exceptions by NEVADA COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
 - 9.4. PLACER COUNTY will cooperate with NEVADA COUNTY in any challenge of a disallowance by a Federal or State agency.
10. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2018 through June 30, 2020. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
11. **CONTINGENCY OF FUNDING:**
 - 11.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to NEVADA COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by NEVADA COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, NEVADA COUNTY may immediately terminate or modify this contract without penalty. Except in NEVADA COUNTY'S sole discretion, which discretion may be limited at law, PLACER COUNTY agrees and understands that in no event will any of NEVADA COUNTY'S obligations under this Agreement be funded from any other NEVADA COUNTY funding source.
 - 11.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in

funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to NEVADA COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the PLACER COUNTY and NEVADA COUNTY. PLACER COUNTY understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to NEVADA COUNTY for the subject services.

12. **TERMINATION:**

12.1. NEVADA COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to PLACER COUNTY. If NEVADA COUNTY gives notice of termination for cause, PLACER COUNTY shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

12.2. In the event NEVADA COUNTY terminates this Agreement, PLACER COUNTY shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by PLACER COUNTY under this Agreement, NEVADA COUNTY will pay PLACER COUNTY the reasonable value of services rendered by PLACER COUNTY to the date of termination pursuant to this Agreement not to exceed the amount documented by PLACER COUNTY and approved by NEVADA COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, NEVADA COUNTY will not in any manner be liable for lost profits which might have been made by PLACER COUNTY had PLACER COUNTY completed the services required by this Agreement. In this regard, PLACER COUNTY shall furnish to NEVADA COUNTY such financial and other information as in the judgment of NEVADA COUNTY is necessary to determine the reasonable value of the services rendered by PLACER COUNTY. The foregoing is cumulative and does not affect any right or remedy which NEVADA COUNTY may have in law or equity.

12.3. PLACER COUNTY may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to NEVADA COUNTY. Such notice shall be personally served or given by United States Mail.

13. **STANDARD OF PERFORMANCE:** PLACER COUNTY and its contractors identified in Exhibit A – Scope of Services, shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which PLACER COUNTY is engaged in the geographical area in which PLACER COUNTY practices its profession. All products or services of whatsoever nature which PLACER COUNTY and its contractors deliver to NEVADA COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person providing the types of services set forth in Exhibit A. PLACER COUNTY shall assure that only competent personnel to perform services pursuant to this Agreement.

14. **LICENSES, PERMITS, ETC.:** PLACER COUNTY represents and warrants to NEVADA COUNTY that it and its subcontractors identified in Exhibit A – Schedule of Services have all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for PLACER COUNTY and/or its employees to practice its/their profession. PLACER COUNTY represents and warrants to NEVADA COUNTY that PLACER COUNTY shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for PLACER COUNTY and/or its employees to practice its/their profession at the time the services are performed.

15. **RECORDS:**

15.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by PLACER COUNTY, in relation to this Agreement.

15.2. PLACER COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to NEVADA COUNTY. PLACER COUNTY agrees to provide documentation or reports, compile data, or make its internal practices and records available to NEVADA COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. NEVADA COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

15.3. Upon completion or termination of this Agreement, NEVADA COUNTY may request PLACER COUNTY deliver originals or copies of all records to NEVADA COUNTY. COUNTY will have full ownership and control of all such records. If NEVADA COUNTY does not request all records from PLACER COUNTY, then PLACER COUNTY shall maintain them for a minimum of four (4) years after completion or termination of the Agreement, or as required by law, whichever is greater. If for some reason PLACER COUNTY is unable to continue its maintenance obligations, PLACER COUNTY shall give notice to NEVADA COUNTY in sufficient time for NEVADA COUNTY to take steps to ensure proper continued maintenance of records.

15.4. If Agreement is state or federally funded, PLACER COUNTY shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should NEVADA COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require PLACER COUNTY to expend staff time and/or resources to comply, PLACER COUNTY shall be responsible for all such costs incurred as a result of this activity.

16. **BACKGROUND CHECK:** PLACER COUNTY accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) as well as requiring all contractors identified in this Agreement to be responsible for determining and approving the character and fitness of its employees. Completion of a satisfactory livescan will also be needed if legally required. PLACER COUNTY further agrees to hold NEVADA COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or PLACER COUNTY'S actions in this regard.

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

18. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement. The NEVADA COUNTY'S insurance requirements are a material provision to this Agreement.

19. **CONFIDENTIALITY of RECORDS and INFORMATION:**

19.1. PLACER COUNTY agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. PLACER COUNTY shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify NEVADA COUNTY of any discovered instances of breaches of confidentiality. PLACER COUNTY shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to PLACER COUNTY with respect to such information. PLACER COUNTY agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

19.1.1. HIPAA/ Protected Health Information. If PLACER COUNTY is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity PLACER COUNTY performs on behalf of NEVADA COUNTY, to the extent NEVADA COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, PLACER COUNTY is the Business Associate of NEVADA COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

19.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If PLACER COUNTY is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity PLACER COUNTY performs on behalf of NEVADA COUNTY, to the extent NEVADA COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, PLACER COUNTY is the Qualified Service Organization of NEVADA COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

20. **CONFLICT OF INTEREST:** PLACER COUNTY certifies that it has no current business or financial relationship with any NEVADA COUNTY employee or official, or other NEVADA COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. PLACER COUNTY attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. PLACER COUNTY shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. PLACER COUNTY certifies that no official or employee of the NEVADA COUNTY, nor any business entity in which an official of the NEVADA COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, PLACER COUNTY agrees that no such person will be employed in the performance of this Agreement without immediately notifying the NEVADA COUNTY.

21. **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 PLACER COUNTY: Jeffrey S. Brown, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

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

22. **NONDISCRIMINATION**: During the performance of this Agreement, PLACER COUNTY shall comply and assure its contractors 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 unlawfully 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.
23. **ASSIGNMENT**: Except as expressly provided for in this Agreement, PLACER COUNTY shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of NEVADA COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of PLACER COUNTY.
24. **NON-EXCLUSIVITY**: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with PLACER COUNTY. This Agreement shall not restrict NEVADA COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. PLACER COUNTY shall only provide those services as requested by NEVADA COUNTY and NEVADA COUNTY may cancel any service request.
25. **TIME OF PERFORMANCE**: PLACER COUNTY agrees to complete all work and services in a timely fashion.
26. **ENTIRETY OF AGREEMENT**: This Agreement contains the entire agreement of NEVADA COUNTY and PLACER COUNTY 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.
27. **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.
28. **CONTRACTOR NOT AGENT**: Except as NEVADA COUNTY may specify in writing PLACER COUNTY shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. PLACER COUNTY shall have no authority, express or implied pursuant to this Agreement to Bind NEVADA COUNTY to any obligation whatsoever.

//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
("NEVADA COUNTY")*

Phebe Bell, Director
Nevada County Behavioral Health

Date: _____

Richard Anderson, Chair, Board of Supervisors

Date: _____

Approved as to Form
Office of Nevada County Counsel

Date: _____

COUNTY OF PLACER
("PLACER COUNTY")

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

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit A1 – Admission Procedure
- Exhibit A2 – Mental Health Crisis Evaluation
- Exhibit A3 – Application for 72-Hour Detention for Evaluation and Treatment
- Exhibit A4 – Authorization for Treatment and Payment
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – Reporting Exhibit

SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES:

- 1.1 PLACER COUNTY shall provide psychiatric inpatient services through its contractors North Valley Behavioral Health, LLC at its Psychiatric Health Facility and Yolo Community Care Continuum at its Cornerstone location to residents of NEVADA 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 NEVADA 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 PLACER COUNTY'S professional staff, in coordination with NEVADA COUNTY. PLACER COUNTY 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 NEVADA COUNTY patients exceed PLACER COUNTY 'S capabilities, PLACER COUNTY may utilize other facilities as mutually agreed upon by the Directors of Mental Health of NEVADA COUNTY and PLACER COUNTY.

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 NEVADA 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. NEVADA COUNTY staff will work with PLACER COUNTY 'S staff prior to a patient's discharge to effect an appropriate placement of patients discharged from the PLACER COUNTY 'S facility. NEVADA 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 PLACER COUNTY '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 PLACER COUNTY, are specifically excluded herefrom.

NEVADA 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: PLACER COUNTY will provide one (1) bed at the PHF on an average daily basis from July 1, 2018 through June 30, 2020.

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

- 1.3 Coordination: Such services shall be provided by PLACER COUNTY for NEVADA COUNTY patients with input from the NEVADA COUNTY Mental Health Director or his/her designee. It is the responsibility of PLACER COUNTY to assure that the inpatient psychiatric services rendered to patients admitted to PLACER COUNTY'S facility are consistent with State and Federal laws. Documentation of services provided by PLACER COUNTY for each patient of NEVADA COUNTY shall be available for review by NEVADA 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. Residency in NEVADA COUNTY will be the basic requirement for eligibility for these services. Transients referred by NEVADA 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 A1, Admission Procedures – Nevada County Clients.

All persons referred for admission to PLACER COUNTY'S PHF and Crisis Residential facilities will be medically cleared for admission to a non-medical facility prior to admission to PLACER COUNTY'S facility, in accordance with the respective contracted PHF and Crisis Residential provider admission criteria and procedures. This medical clearance will be provided directly or indirectly and payment arranged or provided by NEVADA COUNTY. Criteria and requirements for medical clearance will be approved by PLACER COUNTY. All transportation costs to and from PLACER COUNTY'S facility for medical care and clearance are the responsibility of NEVADA COUNTY.

NEVADA 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 NEVADA COUNTY of its financial responsibility to reimburse PLACER COUNTY for such commitments.

1.6 Coordination of Care: NEVADA COUNTY and PLACER COUNTY agree that both of their clinical staffs will fully communicate and cooperate with each other and PLACER COUNTY'S contractors NVBH and YCCC 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, as necessary for the coordination of care, such patient information as a unitary treatment program.

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

1.7 Jail Referrals: As needed, NEVADA COUNTY'S Sheriff's Office may be required to provide a security guard to remain on the Cirby Hills premises outside of the locked PHF unit for those persons admitted from Nevada County Jail and still in custody but for their inpatient status. 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 if the PHF treatment team makes a determination that a deputy is not required to remain on premises. Prior to a security guard being released, PLACER COUNTY, or PHF contractor North Valley Behavioral Health, shall request and receive permission from NEVADA COUNTY. NEVADA COUNTY recognizes that the PLACER COUNTY'S PHF is not a jail unit and that while security measures will be taken for jail inmates, PLACER COUNTY cannot guarantee security from escape.

1.8 Crisis Residential Treatment Services: PLACER COUNTY shall upon request of NEVADA COUNTY, provide Crisis Residential Treatment Services to NEVADA 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. **REFERENCES TO LAWS AND RULES:**

- 2.1 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.
- 2.2 PLACER COUNTY agrees to comply with all applicable provisions of Title 9 and 22 of the California Code of Regulations.

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

- 3.1 Sections 5150 et seq. of the Welfare and Institutions Code provide that NEVADA COUNTY may designate facilities to provide for involuntary treatment and evaluation of persons who are mentally disordered.
- 3.2 NEVADA COUNTY shall be responsible to designate PLACER COUNTY and its CONTRACTOR North Valley Behavioral Health and NEVADA COUNTY staff authorized to complete application for the involuntary detention of mentally disordered persons pursuant to Welfare and Institutions Code 5150 et seq.
- 3.3 Pursuant to the terms of this Agreement and commencing on the date that this Agreement is in effect, PLACER COUNTY through its CONTRACTOR North Valley Behavioral Health shall be designated as a facility to involuntarily detain mentally disordered persons for treatment and evaluation.
- 3.4 This designation shall be rescinded at the discretion of NEVADA COUNTY Behavioral Health Director.
- 3.5 This designation shall continue in effect during the life of this Agreement, subject to the following conditions.
 - 3.5.1 PLACER COUNTY through its CONTRACTOR North Valley Behavioral Health 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.
 - 3.5.2 PLACER COUNTY through its CONTRACTOR North Valley Behavioral Health must meet those requirements and standards set forth in Division 5, Welfare and Institutions Code, and Title 9, California Code of Regulations.
 - 3.5.3 PLACER COUNTY and its CONTRACTOR North Valley Behavioral Health 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 NEVADA 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.
 - 3.5.4 PLACER COUNTY agrees to assume the full responsibility for assuring appropriate beneficiary care and accepts all legal obligations relevant thereto.

- 3.5.5 PLACER COUNTY shall allow NEVADA COUNTY Behavioral Health Director or designee to review PLACER COUNTY through its CONTRACTOR North Valley Behavioral Health 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.
- 3.5.6 PLACER COUNTY shall notify NEVADA COUNTY Behavioral Health Director of any changes relating to the criteria for designation.
- 3.5.7 PLACER COUNTY 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.
- 3.5.8 PLACER COUNTY 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 and permitted by law. NEVADA COUNTY agrees to be financially responsible for costs pertaining to these transfers.
- 3.5.9 PLACER COUNTY agrees to submit all required reports in a timely manner to NEVADA COUNTY Behavioral Health Patients' Rights Advocate.
- 3.5.10 PLACER COUNTY shall comply with all requirements of the Certification Review Hearings and Capacity Hearings as specified in the Welfare & Institutions Code. Specifically, PLACER COUNTY 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.

Admission Procedure

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

POLICY: 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 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 the PHF directly at 916-787-8900. This clearance will usually be accomplished at a medical facility in Nevada County.

- ❑ 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 PHF and fax the following completed forms, or any other documentation required by the PHF Contractor for review and concurrence:
 - Mental Health Crisis Evaluation (See Exhibit A2)
 - 5150/Application for 72-Hour Detention (See Exhibit A3)
 - Authorization for Treatment and Payment (See Exhibit A4)

- ❑ Once the PHF provider 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.

- ❑ If the client is not admitted to the PHF for any reason, the Nevada County worker will be responsible for locating a facility that will admit the client as determined necessary.

Mental Health Crisis Evaluation

Mental Health Treatment History: Does the patient have a diagnosed mental illness? No Yes Patient Name (Last, First, Middle)

(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 |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | <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)

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)

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: _____

Mental Health Crisis Evaluation

Patient Name (Last, First, Middle)

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: _____

Placer County Systems of Care
Mental Health Crisis Evaluation



Patient Name (Last, First, Middle) _____

Child abuse suspected
 Abuse report needed
 Substance abuse

Gravely disabled – N/A

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

Assessed risk level:
 High Med Low

Not Gravely disabled if:

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

Details of any checked items: _____

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 Reported

Mental Health Crisis Evaluation

Patient Name (Last, First, Middle)

DISPOSITION

| CHECK ONE CATEGORY | COMPLETE CHECKED SECTION AT TIME OF PATIENT'S DISCHARGE FROM FACILITY |
|--|---|
| <p><input type="checkbox"/></p> <p>Patient Did NOT Meet 5150 Criteria</p> | <p><input type="checkbox"/> Patient was not on a hold and did not meet criteria.</p> <p><input type="checkbox"/> Patient agreed to a No Harm Safety Plan and/or Follow-Up Services Plan (copy/copies attached).</p> <p><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: _____</p> <p><input type="checkbox"/> Patient agreed to a No Harm Safety Plan and/or Follow-Up Services Plan (copy/copies attached).</p> <p>Discharge Date: _____ Time: _____</p> <p>Crisis Worker (print): _____ Licensure, Degree or Job Title: _____</p> <p>Signature: _____</p> |
| <p><input type="checkbox"/></p> <p>Patient agreed to Voluntary Treatment</p> | <p>Patient agreed to Voluntary Treatment at (check one):</p> <p><input type="checkbox"/> Cornerstone <input type="checkbox"/> Safe Harbor <input type="checkbox"/> Partial Hospitalization <input type="checkbox"/> Other: _____</p> <p>Discharge Date: _____ Time: _____</p> <p>Crisis Worker (print): _____ Licensure, Degree or Job Title: _____</p> <p>Signature: _____</p> |

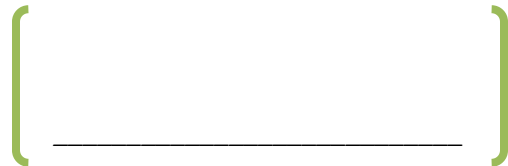
Mental Health Crisis Evaluation

Patient Name (Last, First, Middle)

| | |
|---|---|
| <p><input type="checkbox"/></p> <p>Patient Did Meet 5150 Criteria</p> | <p>Patient was placed on 5150 hold as: <input type="checkbox"/> Danger to Self <input type="checkbox"/> Danger to Others <input type="checkbox"/> Gravely Disabled</p> <p>Patient accepted to (facility name): _____ Date: _____ Time: _____</p> <p>Discharge/Transport Date: _____ Time: _____</p> <p>Short Doyle Letter Sent to placement facility? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Copy of Hold, Evaluation & Short Doyle Faxed to ASOC Discharge Coordinator? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Crisis Worker (print): _____ Licensure, Degree or Job Title: _____</p> <p>Signature: _____</p> |
|---|---|

Discharge/Transportation Notes (if applicable): _____

Placer County Systems of Care
Mental Health Crisis Evaluation



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.

| | | | | | |
|---|--|----------|--|---------------------------|--------------------|
| <p>APPLICATION FOR ASSESSMENT, EVALUATION, AND CRISIS INTERVENTION OR PLACEMENT FOR EVALUATION AND TREATMENT</p> <p><i>Confidential Client/Patient Information</i> See California W&I Code Section 5328 and HIPAA Privacy Rule 45 C.F.R. § 164.508</p> <p>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.</p> <p><input type="checkbox"/> Advisement Complete <input type="checkbox"/> Advisement Incomplete</p> <p>Good Cause for Incomplete Advisement _____</p> | <p style="text-align: center;">DETAINMENT ADVISEMENT</p> <p>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).</p> <p>You will be told your rights by the mental health staff.</p> <p><i>If taken into custody at his or her residence, the person shall also be told the following information:</i></p> <p>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.</p> | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Advisement Completed By</td> <td style="width:30%;">Position</td> </tr> </table> | Advisement Completed By | Position | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Language or Modality Used</td> <td style="width:30%;">Date of Advisement</td> </tr> </table> | Language or Modality Used | Date of Advisement |
| Advisement Completed By | Position | | | | |
| 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
Psychiatric Health Facility (PHF) Unit.

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

Authorizing Agent/Title

(Print Name)

(Title)

(Signature)

(Date)

PAYMENT PROVISIONS

1. **PAYMENTS:** Psychiatric Health Facility Services: Payment shall be made to PLACER COUNTY for the number of days guaranteed under this contract, plus any days used in excess of the guaranteed minimum and all ancillary charges. NEVADA COUNTY shall pay PLACER COUNTY for both guaranteed days and excess days at the rate of **\$819 (\$745 per day plus \$74 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 NEVADA COUNTY Medi-Cal beneficiaries, the NEVADA COUNTY will be charged the SCHEDULE OF MAXIMUM ALLOWANCES (SMA) rate less a credit for payment due from Medi-Cal Federal Financial Participation (FFP). PLACER COUNTY shall invoice NEVADA COUNTY quarterly in arrears for number of guaranteed bed days reserved under this contract plus any bed days used in excess of this amount.
2. Crisis Residential Services (Cornerstone): NEVADA COUNTY shall pay PLACER COUNTY at the rate of **\$344.00 (\$282 per day plus \$62 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.
3. NEVADA COUNTY agrees to assume liability for payment of medical services if patient must see a specialist or requires emergency room services. NEVADA COUNTY shall reimburse the cost of additional staff in cases where one-on-one staffing is required for management of client care, which PLACER COUNTY will notify NEVADA COUNTY of such needs as they arise.
4. In addition, NEVADA COUNTY shall reimburse PLACER COUNTY for transportation costs incurred by PLACER COUNTY in implementing a discharge plan authorized by NEVADA COUNTY. In consideration for PLACER COUNTY providing transportation for NEVADA COUNTY patients, NEVADA COUNTY shall pay PLACER COUNTY **\$15.00** 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.
5. The total amount paid by NEVADA COUNTY to PLACER COUNTY 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.
6. Regardless of a patient's County Medi-Cal eligibility, NEVADA COUNTY is responsible for payment in full for PLACER COUNTY'S services provided to patient as authorized by NEVADA COUNTY.
7. PLACER COUNTY will not bill a patient or insurance other than Medi-Cal directly for any services, such as unmet share of cost, deductibles, etc.
8. There is no administrative day rate. Payment is due from NEVADA COUNTY for each day of inpatient psychiatric service, excluding day of discharge.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** NEVADA COUNTY agrees to indemnify and hold harmless PLACER COUNTY and PLACER COUNTY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of NEVADA COUNTY, its employees or agents.
2. PLACER COUNTY agrees to indemnify and hold harmless NEVADA COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of PLACER COUNTY, its employees or agents, or Contractors providing services pursuant to the Agreement.
3. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of PLACER COUNTY'S services, as well as during the performance of such services. Acceptance of insurance required by this Agreement does not relieve PLACER COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by PLACER COUNTY'S operations regardless if any insurance is applicable or not.
4. **INSURANCE:** It is agreed that PLACER COUNTY and NEVADA COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance 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). PLACER COUNTY represents to NEVADA COUNTY that PLACER COUNTY 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. Further, Placer County shall require its Contractors providing services under this Agreement to comply with insurance requirements above.

Reporting Exhibit**1. RECORDS AND REPORTS:**

- 1.1 PLACER COUNTY 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 NEVADA 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.
- 1.2 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 NEVADA COUNTY of the services, and shall be in accordance with rules and regulations of the Community Mental Health Services Act.
- 1.3 PLACER COUNTY shall maintain beneficiary records and notes. Appropriate beneficiary information will be available to NEVADA COUNTY upon beneficiary discharge to be incorporated into the Mental Health case record as determined by the NEVADA 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 NEVADA COUNTY requires extensive medical record information, PLACER COUNTY may charge Twenty-five Cents (\$.25) per copy plus Sixteen and No/100 Dollars (\$16.00) per hour or fraction thereof for PLACER COUNTY'S actual labor time incurred to photocopy medical records. This does not preclude NEVADA COUNTY from photocopying medical records at no charge.
- 1.4 PLACER COUNTY shall retain all beneficiary records for seven (7) years.
- 1.5 PLACER COUNTY shall maintain statistical records and submit reports as required by NEVADA 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.
- 1.6 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.
- 1.7 ANNUAL COST REPORT: PLACER COUNTY will provide NEVADA 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.
- 1.8 Professional records shall be interchangeable between PLACER COUNTY and NEVADA 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.