



AGENDA ITEM NO.
C15

COUNTY OF HUMBOLDT

For the meeting of: May 8, 2018

Date: April 12, 2018

To: Board of Supervisors

From: Connie Beck, Director
Department of Health and Human Services – Mental Health

Subject: First Amendment to the Professional Services Agreement with California Psychiatric Transitions, Inc. Regarding the Provision of Long-Term Residential Treatment Services

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve, and authorize the Chair of the Board to execute, the attached first amendment to the professional services agreement with California Psychiatric Transitions, Inc. regarding the provision of long-term residential treatment services to adults with mental illnesses for fiscal years 2016-2017 through 2018-2019; and
2. Direct the Clerk of the Board to return two (2) fully executed original copies of the attached first amendment to the Department of Health and Human Services – Contract Unit.

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

The Humboldt County Department of Health and Human Services – Mental Health (“DHHS – Mental Health”), in concert with the Humboldt County Public Guardian’s Office, utilizes a variety of placement options to provide long-term mental health services to mentally ill clients who require assistance in a secure setting. It is important for the placement team to have a variety of treatment options because vacancies and client needs fluctuate.

Prepared by : Joseph Demlow, Administrative Analyst II

CAO Approval

REVIEW:

Auditor KPD County Counsel Sm Personnel _____ Risk Manager KAB Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-8

Meeting of: 6/7/16

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Wilson Seconded by Supervisor Bass

Ayes Bass, Fennell, Sundberg, Bohn, Wilson
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 5/8/18

By:
Kathy Hayes, Clerk of the Board

California Psychiatric Transitions, Inc. is located in Delhi, California, and is licensed to provide services to mentally ill adult clients in a secure residential setting. California Psychiatric Transitions' mental health rehabilitation center ("MHRC") provides a good option for clients who require twenty-four (24) hour monitoring in a locked and secure environment due to the severity of their mental illness. California Psychiatric Transitions' MHRC is only utilized when necessary for the protection of DHHS – Mental Health clients while treatment alternatives are developed.

DHHS – Mental Health clients placed at California Psychiatric Transitions' MHRC are monitored by the County's multi-disciplinary Strategic Assistance for Adult Recovery Interventions ("SAFARI") committee. The SAFARI committee authorizes services, determines the appropriate level of care and monitors clients' needs in the community upon discharge. When an initial placement at California Psychiatric Transitions' MHRC occurs, transitional plans for a less restrictive placement are put into place, and reviewed monthly, in order to transition the client to community living as soon as may be appropriate. All mental health services provided at California Psychiatric Transitions' MHRC are delivered with a wellness focus which includes, without limitation, concepts of recovery and resilience.

On June 7, 2016 (item C-8), the Board approved the current professional services agreement with California Psychiatric Transitions for the term of July 1, 2016 through June 30, 2019. The attached first amendment will increase the maximum amount payable under the professional services agreement in order to cover increased utilization of California Psychiatric Transitions' MHRC services.

Accordingly, DHHS – Mental Health recommends that the Board approve, and authorize the Chair of the Board to execute, the attached first amendment to the professional services agreement with California Psychiatric Transitions regarding the provision of long-term residential treatment services.

FINANCIAL IMPACT:

The attached first amendment to the professional services agreement with California Psychiatric Transitions will increase the maximum amount payable thereunder from Three Hundred Eighty-Three Thousand Two Hundred Fifty Dollars (\$383,250.00) to Seven Hundred Seventy-Seven Thousand Seven Hundred Fifty Dollars (\$777,750.00). In no event shall the maximum amount paid under the professional services agreement with California Psychiatric Transitions exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) per fiscal year for fiscal years 2017-2018 and 2018-2019.

Expenditure appropriations related to the attached first amendment to the professional services agreement with California Psychiatric Transitions have been included in the approved fiscal year 2017-2018 and the proposed fiscal year 2018-2019, budgets for DHHS – Mental Health Adult Services budget unit 1170-496. As a result, approval of the attached amendment will not impact the Humboldt County General Fund.

The recommended action supports the Board's Strategic Framework by protecting vulnerable populations, supporting self-reliance of citizens and improving the safety and health of our communities.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the attached first amendment to the professional services agreement with California Psychiatric Transitions. However, this alternative is not recommended since it would require DHHS – Mental Health to place clients with chronic mental illnesses at the inpatient facilities which will be

more costly and may not provide the appropriate level of treatment for such clients.

ATTACHMENTS:

1. First Amendment to the Professional Services Agreement with California Psychiatric Transitions, Inc. dated June 7, 2016 (three (3) originals)
2. Professional Services Agreement with California Psychiatric Transitions, Inc. dated June 7, 2016

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.
FOR FISCAL YEARS 2016- 2017 THROUGH 2018- 2019**

This First Amendment to the Professional Services Agreement dated June 7, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and California Psychiatric Transitions, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this 8th day of May, 2018.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health, desired to retain a qualified mental health rehabilitation center to provide a long-term residential treatment program for adults with chronic mental illnesses; and

WHEREAS, on June 7, 2016, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of long-term residential treatment services to adults with chronic mental illnesses; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Seven Hundred Seventy-Seven Thousand Seven Hundred Fifty Dollars (\$777,750.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Twenty-Seven Thousand Seven Hundred Fifty Dollars (\$127,750.00) for fiscal year 2016-2017 and Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) per fiscal year for fiscal years 2017-2018 and 2018-2019. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and

expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

2. Except as modified herein, the Professional Services Agreement dated June 7, 2016 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC:

By: Dina Hackett

Date: 3/29/18

Name: Dina Hackett

Title: Vice President

By: Dina Hackett

Date: 3/29/18

Name: Dina Hackett Dina Hackett

Title: Secretary

COUNTY OF HUMBOLDT:

By: 
Ryan Sundberg
Chair, Humboldt County Board of Supervisors

Date: 5/8/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-8

For the meeting of: 6/7/2016

Date: May 10, 2016

To: Board of Supervisors

From: Connie Beck, Director
Department of Health and Human Services-Mental Health *OC*

Subject: Agreement between Humboldt County and California Psychiatric Transitions Inc for Fiscal Years 2016-17, 2017-18, and 2018-19

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Agreement between Humboldt County and California Psychiatric Transitions, Inc. for fiscal years 2016-17, 2017-18, and 2018-19;
2. Authorizes the Chair to execute three (3) originals of the Agreement effective July 1 2016;
3. Authorizes the Department of Health and Human Services (DHHS) Director of Mental Health or designee to sign placement documents in a form similar to those attached as schedule C to the attached Agreement; and
4. Directs the Clerk of the Board to return two (2) executed originals of the Agreement to the DHHS-Contract Unit for forwarding to DHHS- Mental Health.

SOURCE OF FUNDING:

Mental Health Fund

Prepared by: Joseph Demlow, Administrative Analyst II CAO Approval: *[Signature]*

REVIEW Auditor: <i>WJM</i>	County Counsel: <i>Sm</i>	Personnel: _____	Risk Manager: <i>[Signature]</i>	Other: _____
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TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:
 Board Order No. _____
 Meeting of _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Bass* Seconded by Supervisor *Fennell*
 Ayes: *Sundberg, Fennell, Lovelace, Bohn, Bass*
 Nays _____
 Abstain _____
 Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 7, 2016*
 By: *[Signature]*
 Kathy Hayes, Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

This Agreement, entered into this 7th day of June, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and California Psychiatric Transitions, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health ("DHHS – Mental Health"), desires to retain a qualified mental health rehabilitation center to provide the services of a long-term treatment program for adults with chronic mental illnesses; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and competent to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Mental Health Director or designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin on July 1, 2016 and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.

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- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Eighty-Three Thousand, Two Hundred Fifty Dollars (\$383,250.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Twenty-Seven Thousand, Seven Hundred Fifty Dollars (\$127,750.00) per fiscal year for fiscal years 2016-17, 2017-18 and 2018-19. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. Invoices shall be in a format approved by Director and the Humboldt County Auditor-Controller, and shall include the date that each service was provided, the total number of service hours provided per day, the total cost per day and the total cost for the month. Payment for services rendered, and costs and expenses incurred, hereunder shall be made within thirty (30) days of receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Mental Health
Attention: Financial Services
507 F Street
Eureka, California 95501

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6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS-Mental Health
Attention: Mental Health Director
720 Wood Street
Eureka, California 95501

CONTRACTOR: California Psychiatric Transitions, Inc.
Attention: Donna McGowan
9226 North Hinton Ave
Delhi, CA 95315

7. REPORTS:

- A. General Reporting. CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.
- B. Final Cost Report. If applicable to a specific local, state or federal funding source covered by this Agreement, CONTRACTOR shall submit an unaudited Final Cost Report summarizing all costs incurred pursuant to the terms and conditions of this Agreement, no later than ninety (90) days following the close of the fiscal year, in accordance with all applicable local, state and federal laws, regulations and guidelines.

8. AUDIT AND RETENTION OF PERFORMANCE RECORDS:

- A. Maintenance of Records. CONTRACTOR shall maintain books, records, documents, and other evidence of CONTRACTOR's accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including, without limitation, any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- B. Government Access to Records and Facilities. CONTRACTOR's facility or office, or such part thereof as may be engaged in the performance of this Agreement, and its records shall be subject at all reasonable times to inspection, audit and reproduction by COUNTY, the California Department of Health Care Services ("DHCS"), the California Department of General Services, the Bureau of State Audits, or their designated representatives, including, without limitation, the Comptroller General of the United States, and any other duly authorized local, state or federal agencies.
- C. General Examination and Audit. CONTRACTOR agrees that COUNTY, DHCS, the California Department of General Services, the Bureau of State Audits, or their designated representatives, including the Comptroller General of the United States, and any other duly authorized local, state or federal agencies, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow COUNTY, DHCS and any other duly authorized local, state

or federal agencies access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

- D. Examination and Audit by the California State Auditor. Pursuant to California Government Code Section 8546.7, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under this Agreement. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.
- E. Preservation of Records. CONTRACTOR shall preserve and make available its records for a period of three (3) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement or by subparagraphs 1 or 2 below.
 - 1. If this Agreement is completely or partially terminated, the records relating to the terminated services shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
 - 2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise there from, or until the end of the regular three (3) year period, whichever is later.
- F. Legal Compliance. CONTRACTOR shall comply with the above-referenced requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Section 10115.10 of the California Public Contract Code, if applicable.
- G. Record Storage and Reproduction. CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD or other data storage medium. Upon request by a designated representative of COUNTY, DHCS or any other duly authorized local, state or federal agencies to inspect, audit or obtain copies of said records, CONTRACTOR must supply or make available applicable devices, hardware and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers.

9. MONITORING:

CONTRACTOR agrees that COUNTY and any other duly authorized local, state or federal agencies, including, without limitation, DHCS, have the right to monitor all activities related to this Agreement, including the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY or any other duly authorized local, state or federal agencies. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

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10. CONFIDENTIAL INFORMATION:

- A. Legal Compliance. CONTRACTOR hereby agrees to protect all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health & Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology and Clinical Health Act ("HITECH Act"); the United States Health Information Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162; 42 C.F.R. Sections 431.300, et seq.; and 45 C.F.R. Section 205.50, all as may be amended from time to time. CONTRACTOR further agrees to comply with any and all applicable privacy, security, and confidentiality requirements contained in the Mental Health Performance Agreement (State Standard Agreement No. 15-29091) that COUNTY has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and CONTRACTOR acknowledge that local, state and federal laws, regulations, standards and contractual requirements pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations, standards or contractual requirements.

11. DISCLOSURE AND SECURITY REQUIREMENTS:

- A. Definitions. For purposes of this provision, the following definitions shall apply:
1. Public Information. As used herein, the term "Public Information" shall include, without limitation, any information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250, et seq.) or any other applicable local, state or federal laws or regulations.
 2. Exempt Information. As used herein, the term "Exempt Information" shall include, without limitation, any information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250, et seq.) or any other applicable local, state or federal laws or regulations.
 3. Sensitive Information. As used herein, the term "Sensitive Information" shall include, without limitation, any information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss or deletion. Sensitive Information may be either Public Information or Exempt Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of an agency's financial transactions and regulatory actions.

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4. Personal Information. As used herein, the term “Personal Information” shall include, without limitation, any information that identifies or describes an individual, including, but not limited to, their name, physical description, home address, home telephone number, education, financial matters and medical or employment history. It is DHCS’ policy to consider all information about individuals private unless such information is determined to be a public record. This information must be protected from inappropriate access, use or disclosure and must be made accessible to data subjects upon request.
 5. Personally Identifiable Information. As used herein, the term “Personally Identifiable Information” shall include, without limitation, any information which can be used to distinguish or trace an individual’s identity, such as their social security number, driver license number, identification card number, financial account number or other identifying number, symbol or particular assigned to the individual, including, but not limited to, finger prints, voice prints and photographs (California Civil Code Sections 1798.29 and 1798.82).
 6. Protected Health Information. As used herein, the term “Protected Health Information” shall include, without limitation, individually identifiable health information that is transmitted by electronic media, maintained in electronic media or is transmitted or maintained in any other form or medium, as defined by the HIPAA Standards for Privacy of Individually Identifiable Health Information, as codified at 45 C.F.R. Parts 160 and 164, and the Federal Security Standards contained in 45 C.F.R. Parts 160 and 164, all as may be amended from time to time.
- B. Nondisclosure of Identifying Information. In connection with the execution of this Agreement, CONTRACTOR shall protect from unauthorized disclosure the names and other identifying information, including Personal Information (“PI”), Personally Identifiable Information (“PII”), Sensitive Information and Exempt Information (referred to collectively as “PSEI”), concerning persons either receiving services pursuant to this Agreement or persons whose PSEI becomes available to CONTRACTOR or is disclosed to CONTRACTOR as a result of services performed under this Agreement, except for statistical information not identifying any such person.
1. Unauthorized Disclosures of Identifying Information. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any PSEI to anyone other than COUNTY or DHCS without prior written authorization from COUNTY or the DHCS Program Contract Manager, except if disclosure is required by local, state or federal law.
 2. Use of Identifying Information. CONTRACTOR shall not use any PSEI for any purpose other than carrying out CONTRACTOR’s duties and obligations under this Agreement.
 3. Notification of Requests for Identifying Information. CONTRACTOR shall promptly transmit to COUNTY all requests for disclosure of any PSEI not emanating from a client, patient or person whose PSEI becomes available to CONTRACTOR or is disclosed to CONTRACTOR as a result of services performed under this Agreement.
- C. Nondisclosure of Protected Health Information. In connection with the execution of this Agreement, CONTRACTOR shall protect from unauthorized disclosure any and all Protected Health Information (“PHI”) concerning persons either receiving services pursuant to this Agreement or persons whose PHI becomes available to CONTRACTOR or is disclosed to CONTRACTOR as a result of services performed under this Agreement.

1. Use and Disclosure of Protected Health Information. CONTRACTOR shall not use or disclose PHI in any manner that would constitute a breach of this Agreement or a violation of any applicable local, state or federal laws, regulations, rules or standards.
 2. Minimum Use and Disclosure of Protected Health Information. CONTRACTOR shall use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of this Agreement.
 3. Compliance with Legal Standards Pertaining to Protected Health Information. CONTRACTOR shall only use, store, disclose or access PHI in compliance with this Agreement and all applicable local, state and federal laws, regulations, rules and standards.
 4. Downloading Protected Health Information. CONTRACTOR shall not download PHI to any personal device, including, but not limited to, flash drives, cell phones, iPads or tablets without the prior written approval of COUNTY.
 5. Maintenance and Preservation of Disclosure Records. CONTRACTOR agrees to timely prepare accurate and complete performance records relating to the use and disclosure of PHI transmitted pursuant to this Agreement, and to maintain and preserve said records for at least three (3) years from the date of expiration or termination of this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising there from.
 6. Accounting Requirements. CONTRACTOR shall comply with the accounting requirements of 45 C.F.R. Section 164.528 and any associated regulations or informal guidance issued by the United States Department of Health and Human Services – Office of Civil Rights, all as may be amended from time to time.
- D. Security Incidents and Suspected Breaches of Confidential Information. If CONTRACTOR has reason to believe that PSEI or PHI transmitted pursuant to this Agreement may have been accessed, disclosed or acquired in breach of the terms and conditions set forth herein, CONTRACTOR shall immediately take all actions necessary to preserve forensic evidence and to identify, mitigate and remediate the cause of the suspected breach. Such actions include, but are not limited to, the following:
1. Reporting Breaches of Confidential Information. CONTRACTOR shall notify COUNTY immediately, by telephone call and e-mail or fax, upon the discovery of a breach of PSEI or PHI in electronic media or in any other media, if the PSEI or PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person.
 2. Reporting Suspected Security Incidents. CONTRACTOR shall notify COUNTY, by telephone call and e-mail or fax, within twenty four (24) hours after discovering any other suspected security incident, intrusion, loss or unauthorized use or disclosure of PSEI or PHI in violation of this Agreement or any applicable local, state or federal law.
 - a. Discovery of Breaches and Security Incidents. For purposes of this Agreement, a breach of, or security incident involving, PSEI or PHI shall be treated as discovered by CONTRACTOR as of the first day on which such breach is known, or by exercising reasonable diligence would have been known, to CONTRACTOR or any person, other than the person committing the suspected breach, who is an employee, officer or other agent of CONTRACTOR.

3. Reporting Suspected Breaches and Security Incidents to Affected Individuals. To the extent deemed warranted, CONTRACTOR shall provide notice to any and all individuals affected by the suspected breach of, or security incident involving, PSEI or PHI. CONTRACTOR shall pay the full costs associated with notifying the impacted individuals, which may include, but are not limited to, the costs to retain an outside consulting firm to undertake the notification effort. In addition, CONTRACTOR shall consult with COUNTY regarding the steps required to notify impacted individuals and any other persons, media outlets or governmental agencies, and must supply COUNTY with the following information:
 - a. Description of Suspected Breach or Security Incident. A brief description of the circumstances surrounding the suspected breach of, or security incident involving, PSEI or PHI, including, without limitation, the date of occurrence and discovery thereof, if known.
 - b. Description of the Information Involved. A description of the types of unsecured PSEI or PHI that were involved in the suspected breach or security incident, including, but not limited to, the full name, social security number, date of birth, home address, account number or disability code of all affected third parties.
 - c. Description of Remedial Actions. A brief description of the actions being taken by CONTRACTOR to remediate the breach of, or security incident involving, PSEI or PHI, mitigate losses and protect against any further breaches or security incidents.
4. Investigation of Suspected Breaches and Security Incidents. CONTRACTOR shall immediately investigate any and all suspected breaches of, or security incidents involving, PSEI or PHI. Within seventy two (72) hours of the discovery of such suspected breach or security incident, CONTRACTOR shall submit an updated "Privacy Incident Report" containing the applicable information to the extent known at that time.
5. Remediation of Breaches and Security Incidents. Upon discovery of a breach of, or security incident involving, PSEI or PHI, CONTRACTOR shall:
 - a. Corrective Action. Take prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment.
 - b. Legal Compliance. Take any action pertaining to such breach or security incident required by any and all applicable local, state and federal laws and regulations.
6. Cooperation with COUNTY's Remediation Efforts. Upon discovery of a breach of, or security incident involving, PSEI or PHI, CONTRACTOR shall give highest priority to immediately mitigating and remediating the breach or security incident, and shall devote such resources as may be required to accomplish that goal. In addition, CONTRACTOR shall cooperate with COUNTY's mitigation and remediation efforts, including, without limitation, providing any and all information necessary to enable COUNTY to fully understand the nature and scope of the breach or security incident, including, but not limited to, identification of each individual whose unsecured PHI may have been improperly accessed, acquired or disclosed. In the event that CONTRACTOR's assistance is required to reinstall software, such assistance shall be provided at no cost to COUNTY and in accordance with COUNTY's policies and standards.

7. Remediation Report. CONTRACTOR shall provide to COUNTY a written report of the investigation of a breach of, or security incident involving, PSEI or PHI within ten (10) business days of the discovery of such breach or security incident. The report shall include, without limitation, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to remediate and/or contain the breach or security incident.
- E. Safeguarding Confidential Information. CONTRACTOR shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of all PSEI and PHI related to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, electronic PSEI and PHI that CONTRACTOR creates, receives, maintains, uses or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, including, at a minimum, the following safeguards:
1. Personnel Controls. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
 - a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of CONTRACTOR, or access or disclose PSEI or PHI, must complete information privacy and security training, at least annually, at their own expense. Each workforce member who receives information privacy and security training must sign a certification indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following expiration or termination of this Agreement.
 - b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with the privacy policies and procedures or any of the privacy, security and confidentiality requirements contained herein, including termination of employment where appropriate.
 - c. Confidentiality Statement. All persons that will be working with PHI, PI or PII must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use and Enforcement Policies. The statement must be signed by the workforce member prior to gaining access to PHI, PI or PII. The statement must be renewed annually. CONTRACTOR shall retain each person's written confidentiality statement for inspection for a period of six (6) years following expiration or termination of this Agreement.
 - d. Background Check. Before a member of the workforce may access PHI, PI or PII, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years following expiration or termination of this Agreement.
 2. Technical Security Controls. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

- a. Workstation and Laptop Encryption. All workstations and laptops that process and/or store PHI, PI or PII either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (“AES”). The encryption solution must be full disk unless approved by the DHCS – Information Security Office.
- b. Server Security. Servers containing unencrypted PHI, PI or PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. Minimum Necessary. Only the minimum necessary amount of PHI, PI or PII required to perform necessary business functions may be copied, downloaded or exported.
- d. Removable Media Devices. All electronic files that contain PHI, PI or PII data must be encrypted when stored on any removable media or portable device, including, without limitation, USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc. Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. Antivirus Software. All workstations, laptops and other systems that process and/or store PHI, PI or PII must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. Patch Management. All workstations, laptops and other systems that process and/or store PHI, PI or PII must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within the required time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- g. User Identification and Password Controls. All users must be issued a unique user name for accessing PHI, PI or PII. Usernames must be promptly disabled, deleted or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight (8) characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z);
 - Lower case letters (a-z);
 - Arabic numerals (0-9);
 - Non-alphanumeric characters (punctuation symbols).

- h. Data Destruction. When no longer needed, all PHI, PI or PII must be wiped using the Gutmann or United States Department of Defense (“DOD”) 5220.22-M (7 Pass) standard or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS – Information Security Office.
 - i. System Timeout. The system providing access to PHI, PI or PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
 - j. Warning Banners. All systems providing access to PHI, PI or PII must display a warning banner stating that data is confidential, systems are logged and system use is for business purposes only by authorized users. Users must be directed to log off the system if they do not agree with these requirements.
 - k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI, PI or PII or alters PHI, PI or PII. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only and must be restricted to authorized users. If PHI, PI or PII is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
 - l. Access Controls. The system providing access to PHI, PI or PII must use role based access controls for all user authentications, enforcing the principle of least privilege.
 - m. Transmission Encryption. All data transmissions of PHI, PI or PII outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI, PI or PII in motion such as website access, file transfer and E-Mail.
 - n. Intrusion Detection. All systems involved in accessing, holding, transporting and protecting PHI, PI or PII that are accessible via the internet must be protected by a comprehensive intrusion detection and prevention solution.
3. Audit Controls. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
- a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI, PI or PII must have at least an annual system risk assessment/security review which provides assurance that administrative, physical and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
 - b. Log Reviews. All systems processing and/or storing PHI, PI or PII must have a routine procedure in place to review system logs for unauthorized access. -

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- c. Change Control. All systems processing and/or storing PHI, PI or PII must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
4. Business Continuity and Disaster Recovery Controls. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
 - a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI, PI or PII held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
 - b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup PHI to maintain retrievable exact copies of PHI, PI or PII. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media and an estimate of the amount of time needed to restore PHI, PI or PII should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of data.
5. Paper Document Controls. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
 - a. Supervision of Data. PHI, PI or PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. PHI, PI or PII in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 - b. Escorting Visitors. Visitors to areas where PHI, PI or PII is contained shall be escorted, and PHI, PI or PII shall be kept out of sight while visitors are in the area.
 - c. Confidential Destruction. PHI, PI or PII must be disposed of through confidential means, such as cross cut shredding and pulverizing.
 - d. Removal of Data. Only the minimum necessary amount of PHI, PI or PII may be removed from the premises of CONTRACTOR except with express written permission from COUNTY. PHI, PI or PII shall not be considered "removed from the premises," if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
 - e. Faxing. Faxes containing PHI, PI or PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
 - f. Mailings. Mailings containing PHI, PI or PII shall be sealed and secured from damage or inappropriate viewing of such PHI, PI or PII to the extent possible. Mailings which include five hundred (500) or more individually identifiable

records of PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission to use another method is obtained.

12. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY:

Each party hereto considers and represents itself to be a “covered entity,” as that term is defined by HIPAA, and agrees to use and disclose PHI, PI and PII in accordance with any and all applicable laws and regulations. COUNTY and CONTRACTOR acknowledge that the exchange of PHI, PI and/or PII between them shall only be for the purposes of treatment, payment and health care operations.

13. PREPARATION AND RETENTION OF MEDICAL RECORDS AND DOCUMENTATION:

A. Preparation of Medical Records. CONTRACTOR shall timely prepare and maintain, for each client who receives services pursuant to the terms and conditions of this Agreement, a legible, accurate and complete “Medical Record” in accordance with any and all appropriate medical and professional practice requirements promulgated by the California Health and Welfare Agency. Medical records prepared and maintained pursuant to the terms and conditions of this Agreement shall contain sufficient detail to permit and facilitate effective internal professional review, external medical audit processes and adequate follow-up treatment.

1. For purposes of this provision, “Medical Records” shall include, without limitation, all physical, books, records, documents and other evidence of medical treatment originated or prepared as part of CONTRACTOR’s performance of the specialty mental health services, and all other covered services, to be provided under this Agreement, including, but not limited to, all treatment records, medical charts and prescription files and other documentation pertaining to services rendered to clients.

B. Preparation of Medical Documentation. CONTRACTOR shall timely prepare and maintain all “Medical Documentation,” as necessary to disclose how CONTRACTOR discharged its duties and obligations hereunder. Medical Documentation shall identify all of the following: the quantity and quality of the specialty mental health services, and all other covered services, provided pursuant to the terms and conditions of this Agreement; the names of, and all other necessary identifying information pertaining to, clients who received such services; the manner in which CONTRACTOR administered the provision of such services and the cost thereof; and the manner and amount of payment made for such services.

1. For purposes of this provision, “Medical Documentation” shall include, without limitation, all physical, books, records, documents and other evidence of medical treatment originated or prepared as part of CONTRACTOR’s performance of the specialty mental health services, and all other covered services, to be provided under this Agreement, including, but not limited to, working papers, reports submitted to COUNTY or DHCS, financial records and other documentation pertaining to services rendered to clients.

C. Maintenance and Preservation of Medical Records and Documentation. CONTRACTOR shall maintain and preserve all Medical Records and Medical Documentation for a period of three (3) years from the date final payment is made under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs 1 or 2 below.

1. If this Agreement is completely or partially terminated, the Medical Records and/or Medical Documentation relating to the terminated services shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
 2. If any litigation, claim, negotiation, audit or other action involving the Medical Records and/or Medical Documentation has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise there from, or until the end of the regular three (3) year period, whichever is later.
- D. Government Access to Medical Records and Documentation. CONTRACTOR agrees that any and all Medical Records and/or Medical Documentation prepared pursuant to the terms and conditions of this Agreement shall be subject at all reasonable times to inspection, audit and reproduction by COUNTY, DHCS, the California Department of General Services, the Bureau of State Audits, or their designated representatives, including, without limitation, the Comptroller General of the United States, and any other duly authorized local, state or federal agencies.

14. ADMISSION REQUIREMENTS:

- A. Admission Policies. In order for proper reimbursement of the specialty mental health services, and all other covered services, provided pursuant to the terms and conditions of this Agreement, CONTRACTOR must comply with all of the following:
1. All referrals to CONTRACTOR must be authorized by Director; however, the final admission decision shall rest with CONTRACTOR.
 2. If admission is denied, Director shall be immediately notified and informed of the reasons leading to the denial.
 3. CONTRACTOR's policies and procedures for admission shall be based on this Agreement. Policies must include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, gender, national origin, age, sexual orientation or physical or mental disability.
 4. In recognition of the fact that DHHS – Mental Health has specific responsibilities for the long-term case coordination of COUNTY patients referred to CONTRACTOR, CONTRACTOR agrees to participate in and accept the overall care plan for such patients, including, but not limited to, discharge planning and timeliness, as a condition of acceptance of the patient for admission.
- B. Admission Priority. CONTRACTOR shall provide COUNTY with periodic reports of openings in CONTRACTOR's facility, and give priority to the admission of COUNTY's patients.

15. DETERMINATION OF ABILITY TO PAY:

If so instructed by Director, CONTRACTOR shall determine client's share of the cost associated with the specialty mental health services, or any other covered services, provided pursuant to the terms and conditions of this Agreement using the State of California's Uniform Method of Determining the Ability to Pay, and notify COUNTY of such determination. Such determinations shall be made any time there is a demonstrable change in client's financial status, but no less than

annually. CONTRACTOR agrees that a client's inability to pay shall not be a bar to CONTRACTOR's services. However, CONTRACTOR further agrees that a client's unwillingness to pay may bar services, except in emergencies, following consultation with COUNTY. COUNTY agrees to provide training in the determination of ability to pay.

16. UTILIZATION REVIEW:

COUNTY may designate appropriate DHHS – Mental Health staff to perform a utilization and/or professional standards review of all patients for which COUNTY is expected to make reimbursement.

17. PATIENTS' RIGHTS:

- A. Legal Compliance. The parties to this Agreement shall comply with any and all applicable local, state and federal laws and regulations relating to patients' rights, including, but not limited to, California Welfare and Institutions Code Section 5325, Title 9 of the California Code of Regulations Sections 860 through 868 and 42 C.F.R. Section 438.100.
- B. Specific Rights. During the performance of this Agreement, the parties hereto shall comply with any and all applicable local, state and federal policies and procedures pertaining to patients' rights, and shall ensure that its staff and subcontractors take those rights into account when providing services pursuant to the terms and conditions of this Agreement, including, without limitation, the right to:
1. Receive information in accordance with 42 C.F.R. Section 438.10.
 2. Be treated with respect and with due consideration for his or her dignity and privacy.
 3. Receive information on available treatment options and alternatives, presented in a manner appropriate to his or her condition and ability to understand.
 4. Participate in decisions regarding his or her health care, including the right to refuse treatment.
 5. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
 6. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. Sections 164.524 and 164.526.
 7. To be furnished services in accordance with 42 C.F.R. Sections 438.206 through 438.210.
 8. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way in which CONTRACTOR treats the patient.
- C. Effect of Provision. Nothing herein shall be construed to replace or conflict with the duties of county patients' rights advocates set forth in California Welfare and Institutions Code Section 5520.

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18. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Notification to Labor Unions and/or Workers' Representatives. CONTRACTOR shall send written notice of its obligations under the provisions herein to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

19. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

20. DRUG FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.), and will provide a drug-free workplace by doing all of the following:

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- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement, and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

21. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

22. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following

provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars (\$3,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."

- c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
 Attn: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501

CONTRACTOR: California Psychiatric Transitions, Inc.
 Attention: Donna McGowan
 9226 North Hinton Ave
 Delhi, CA 95315

23. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

24. COMPLIANCE WITH LAWS AND LICENSURE REQUIREMENTS:

- A. Legal Compliance. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Humboldt County Mental Health Performance Agreement. CONTRACTOR agrees to comply with all provisions applicable to subcontractors in the Mental Health Performance Agreement (State Standard Agreement No. 15-92091) that COUNTY has with DHCS, which are incorporated herein by reference and made a part hereof as if set forth in full. The above-referenced agreement can be obtained online at the following address: <http://humboldt.legistar.com/gateway.aspx?M=F&ID=c72dd39b-ccaa-4525-a547-bad44bd2ce6f.pdf>.
- C. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.

25. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

26. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy, procedure, standard or contractual obligation referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

27. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

28. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part,

without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

30. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

31. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

32. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

33. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

34. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

35. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and COUNTY's contractual obligations under the Mental Health Performance Agreement (State Standard Agreement No. 15-29091) that COUNTY has with DHCS. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

36. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio,

newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

37. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

38. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

39. SURVIVAL:

The duties and obligations of the parties set forth in Section 3D – Compensation Upon Termination, Section 8 – Audit and Retention of Performance Records, Section 10 – Confidential Information, Section 11 – Disclosure and Security Requirements, Section 13 – Preparation and Retention of Medical Records and Documentation and Section 21 – Indemnification shall survive the expiration or termination of this Agreement.

40. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

41. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

42. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

43. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

44. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms of this Agreement are hereby ratified.

45. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC:

By: John T. Hackett

Date: 5/4/16

Name: John T HACKETT

Title: Pres

By: Dina Hackett

Date: 5/4/16

Name: Dina HACKETT

Title: V.P. & Sec.

COUNTY OF HUMBOLDT:

By: Mark Lovelace

Date: 6/7/16

Mark Lovelace
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: R. H. Gaudin
Risk Management

Date: 5/23/14

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – CPT Admission Documents

**EXHIBIT A
SCOPE OF SERVICES
CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.
FOR FISCAL YEARS 2016- 2017 THROUGH 2018- 2019**

1. SERVICES:

CONTRACTOR shall provide the Mental Health Rehabilitation Center (“MHRC”) services described below in a manner consistent with the terms and provisions of this Agreement.

A. BASIC AND ENHANCED SERVICES TO BE PROVIDED:

1. It is agreed by COUNTY and CONTRACTOR that the basic service level (the minimum array of MHRC services) provided to clients by CONTRACTOR complies with respective California Code of Regulations defining the scope and responsibility of such facility-based services. The MHRC services as they currently exist or as they may be modified or added to during the term of this Agreement include, but are not limited to:
 - Provision of beds for adults (eighteen (18) years or older) as an alternative to State hospitalization or a higher level of care.
 - Services provided in a locked, twenty four (24) hour care facility.
 - Treatment plan development with assistance of COUNTY.
 - Utilization of resources available to both CONTRACTOR and COUNTY.
 - Life skills training.
 - Money management.
 - Training on accessing community resources and services.
 - Transitional programs.
 - Work activity and vocational counseling.
 - Discharge planning.
2. CONTRACTOR agrees to facilitate access to and utilization of Health Insurance Portability and Accountability act (“HIPAA”) compatible web conferencing, video conferencing or telemedicine equipment to enable COUNTY to have a minimum of monthly joint conferences with client, COUNTY and CONTRACTOR's clinicians, and/or client's significant others in order to facilitate discharge planning processes. CONTRACTOR will be responsible to obtain informed consent(s) for telemedicine.
3. CONTRACTOR further agrees that basic services provided under this Agreement will also include reasonable access to medical treatment and up-to-date psychopharmacology including atypical anti-psychotics, transportation to essential offsite therapeutic services, and bilingual/bicultural programming.
4. For clients who require augmented supervision and specialized mental health Intervention, above the basic MHRC services due to specific identified behavioral and/or medical problems, CONTRACTOR shall provide enhanced services provided by technicians, vocational and rehabilitative counselors, and recreational therapists. CONTRACTOR's

program shall target enhanced services delivery for those clients whose mental symptoms become so severe that they are at high risk of being discharged from the facility.

5. For enhanced services, the Enhanced Services Rate will apply for each individual resident needing enhanced service. The amount of the Enhanced Service Rate will be agreed upon in advance within the range specified in Exhibit B – Schedule of Rates.
6. Enhanced services will consist of intensive supervision and unique mental health treatment interventions which will augment the basic MHRC services provided. These are designed to meet the special needs of mentally disabled clients who have severe psychiatric illnesses and/or concurrent medical complications and whose adaptive functioning is so impaired that it prevents the individual from receiving treatment and care in the community in a less restrictive environment.

B. ADMISSION POLICY AND ADMITTING CRITERIA:

1. COUNTY and CONTRACTOR shall work cooperatively to admit clients to CONTRACTOR's facility(ies). All admissions shall be subject to screening procedures and standards mutually agreeable to CONTRACTOR and COUNTY. The admission of all persons receiving services under this Agreement must receive prior approval of the Humboldt County Deputy Director, Department of Health and Human Services Mental Health or her/his authorized representative.
2. CONTRACTOR shall admit clients with a DSM-IV TR diagnosis and ICD 10 codes. Individuals in need of twenty-four (24) hour nursing services within the scope of facility services, clients who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level of care facility shall be considered for admission. The frequency, scope, and severity of these behaviors are determining factors for admission, which are negotiated between COUNTY and CONTRACTOR for each client admission. COUNTY may grant individual exception to the admission criteria.
3. If CONTRACTOR denies an admission, COUNTY's authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, COUNTY and CONTRACTOR may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility and fall within the authority of CONTRACTOR.
4. It is agreed by COUNTY and CONTRACTOR that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from development disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.
5. The Admission Agreement and Addendum to the Admission Agreement forms contained within Exhibit C – CPT Admission Documents, or substantially similar forms, will be utilized by COUNTY and CONTRACTOR.

C. COUNTY LIAISON, CLIENT DISCHARGE PLANNING:

1. COUNTY shall designate a Facility Liaison who shall be responsible for ongoing contact and consultation with COUNTY clients and facility staff.

2. CONTRACTOR shall keep COUNTY Liaison fully informed of each COUNTY client's progress and shall collaborate in pre-discharge and discharge planning.
3. COUNTY Facility Liaison shall be responsible for arranging community supports deemed necessary for each COUNTY client to be discharged.
4. CONTRACTOR will notice COUNTY as soon as possible if there is a change in service level that requires either Enhanced Services or acute psychiatric hospitalization.
5. COUNTY agrees to placement at Humboldt County Sempervirens psychiatric health facility when acute psychiatric hospitalization is deemed necessary.
6. CONTRACTOR will notice COUNTY if there is a requirement for Enhanced Services and rates will be negotiable dependent upon the services provided. 1:1 Enhanced services will be charged at the rate noted on Exhibit B – Schedule of Rates.

D. ACUTE CONDITIONS:

Should an individual be deemed by CONTRACTOR to require a higher level of care than can be provided by CONTRACTOR COUNTY agrees to arrange for and transport the individual to the appropriate level of care.

E. GOALS:

1. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality twenty-four (24) hour nursing and MHRC services.
2. To modify client's maladaptive behavior patterns and develop daily living skills which will enable them to live in less restrictive, more independent settings.
3. CONTRACTOR shall adhere to COUNTY's individualized client plans to reduce the lengths of stay in order to transition clients to less restrictive levels of care in a timely manner, as appropriate.

2. ACCEPTANCE CRITERIA:

Client's performance at CONTRACTOR facility will be reviewed based on performance indicators located in the California Data Collection Report. These criteria include a reduction in hospitalizations, incarcerations, and homelessness, and will be measured from the date of each client's admission to CONTRACTOR's facility until discharged.

3. REPORTING REQUIREMENTS:

A. MONTHLY REPORT CONTENTS:

CONTRACTOR shall provide COUNTY with monthly reports containing the following information in regard to the prior month. The following data may be reported via invoice or supplemental report, as needed. In the event services are provided on multiple sites, a separate report will be provided for each site or facility. Report contents shall include:

1. Monthly census, including client names, dates of admission, dates of discharge and number of clients served.
2. Program attendance/participation and report of client activities if applicable.
3. Updates regarding client's treatment plan, and activities relating to treatment plan accomplishments.
4. Notification and explanation of any placements accepted, denied and/or discharged by CONTRACTOR.
5. Notification of client participation in Wellness Recovery Action Plans (WRAP)-related activities.
6. Notification of Client admissions to a psychiatric hospital during the previous thirty (30) days.
7. Notification of and documentation regarding the number of days any clients were placed on the most restrictive level of care.
8. Notification of any current or anticipated difficulty in providing service, or if the services do not appear to result in the anticipated benefit to the client.

B. SUBMISSION OF MONTHLY REPORTS:

1. Reports shall be submitted by the tenth (10th) day of the following month in which services were rendered. Monthly Reports shall be submitted to:

COUNTY: Humboldt County DHHS – Mental Health
Comprehensive Community Treatment (CCT)
Attention: Supervising Mental Health Clinician
720 Wood Street
Eureka, CA 95501

2. CONTRACTOR and COUNTY understand that additional reporting may be necessary on a weekly, monthly and quarterly basis.

C. SUBMISSION OF PSYCHIATRIC ADMISSION REPORTS:

CONTRACTOR shall notify COUNTY within twenty-four (24) hours when a client is admitted to a psychiatric or medical hospital.

4. PLACE OF PERFORMANCE:

California Psychiatric Transitions, Inc.
9226 North Hinton Ave
Delhi, CA 95315

EXHIBIT B
SCHEDULE OF RATES
CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.
FOR FISCAL YEARS 2016- 2017 THROUGH 2018- 2019

COUNTY will reimburse CONTRACTOR for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement not to exceed the maximum amount of One Hundred Twenty-Seven Thousand, Seven Hundred Fifty Dollars (\$127, 750.00) per fiscal year for fiscal years 2016-17, 2017-18 and 2018-19.

1. RATE OF COMPENSATION:

CONTRACTOR shall submit request for payment monthly, for days of Mental Health Rehabilitation Center (“MHRC”) services provided by CONTRACTOR. Rate of compensation will be consistent with the rates as stated by CONTRACTOR, provided to COUNTY.

Compensation: Reimbursement from COUNTY to CONTRACTOR is based on a maximum rate per bed day for the provision of MHRC services, as outlined in Exhibit A – Scope of Services.

If State, Federal or county funding are reduced or deleted, the maximum reimbursement shall be reduced or deleted.

COUNTY and CONTRACTOR agree to the following rates as of July 1, 2016:

Mental Health Rehabilitation Center/Institute for Mental Disease Services	
Level 1	\$350.00 per bed day
1:1 Monitoring	\$40.00 per hour
Disruptive Behavioral Unit	
Level 1	\$850 per bed day
1:1 Monitoring	\$40.00 per hour
Diversion	
Level 4 (Incompetent to Stand Trial)	\$525 per bed day
Level 3	\$475 per bed day
Level 2	\$450 per bed day
Level 1	\$425 per bed day
1:1 Monitoring	\$40.00 per hour

* Enhanced Services Rate when needed: Add-on rates \$40.00 to \$720 per bed day

* Enhanced Services Rate Add-on rates are to be negotiated on a per-client basis (depending on the assessed need) within the range provided. The need for continuing Enhanced Services will be re-assessed on at least a quarterly basis throughout the individuals stay.

CONTRACTOR may review and submit to COUNTY, in writing, rate changes with a frequency of not more than one time per fiscal year.

In order to obtain the continued services of CONTRACTOR, COUNTY may adjust the maximum amount through an amendment.

The Payment Agreement forms contained within Exhibit C – CPT Admission Documents, or substantially similar forms, will be utilized by COUNTY and CONTRACTOR.

EXHIBIT C

**ADMISSION AND PAYMENT AGREEMENT FORMS
FOR FISCAL YEARS 2016-17, 2017-18 AND 2018-19**

RESIDENT INITIALS _____

California
Psychiatric
Transitions



PO BOX 339
DELHI, CA 95315
(209) 667-9304 (209) 669-3978 FAX

Date:

In order to maintain some residents at this (MHRC) level of care, one-on-one supervision is occasionally indicated. The purpose of this service is to maintain placement and reduce the probability of injury to self or others.

In this facility, one on one supervision has to be medically indicated and approved by the staff psychiatrist.

Unfortunately, such supervision cannot be provided at the basic admission rate for services. An agreement for reimbursement for one-on-one services must be established in order for this facility to be able to provide this service.

I would suggest an agreement be made between our agencies that would allow CPT to call an appropriate designee with your County. CPT would explain the resident's current behavior and why one-on-one services would be indicated. One-on-one services will be provided until the need no longer exists.

I have sent a simple payment agreement for such services. Please review the agreement and make whatever revisions you believe to be necessary.

Thank you,

Donna McGowan, Director, CPT

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First—###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

RESIDENT INITIALS _____
PAYMENT AGREEMENT
ONE ON ONE

2

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

With respect to payment responsibilities,

One on One supervision cost of;

Last, First—###-##-####-MM/DD/YY shall be reimbursed as follows.

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH

County

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

Shall reimburse CPT at a rate of \$30 (THIRTY DOLLARS) per HOUR,
 for 1:1 (one on one) supervision services on an “as needed” basis as determined by medical order of the CPT
 staff psychiatrist.

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

PRIMARY AUTHORIZED PERSON, TITLE (PRINTED) SIGNATURE DATE

SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) SIGNATURE DATE
if applicable

<small>RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH</small>	<small>CPT #</small>
Last, First—###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

RESIDENT INITIALS _____
PAYMENT AGREEMENT
DAILY RATE

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

With respect to payment responsibilities,

Placement cost of;

Last, First—###-##-####-MM/DD/YY shall be reimbursed as follows.
RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH

County

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

Shall reimburse CPT at a rate of \$350.00 (THREE HUNDRED FIFTY DOLLARS) per day.

RATE DECREASE

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

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

√ _____ √ _____ √ _____
PRIMARY AUTHORIZED PERSON, TITLE (PRINTED) SIGNATURE DATE

√ _____ √ _____ √ _____
SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) SIGNATURE DATE
if applicable

PAYMENT AGREEMENT

<small>RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH</small>	<small>CPT #</small>
Last, First—###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

RESIDENT INITIALS _____
PHARMACY & LABORATORY SERVICES

**This page MUST be completed and signed by authorized person(s) prior to admission.
 A copy of this page will be sent to the vendors to establish services.**

COUNTY MENTAL HEALTH AGENCY / REGIONAL CENTER ensures that all medical insurance information (i.e., Medi-Cal or Medicare) for Last, First---###-##-####-MM/DD/YY is current /active and will be provided to California Psychiatric Transitions prior to admission.

If the information for Last, First---###-##-####-MM/DD/YY is not active or not available prior to admission,

COUNTY MENTAL HEALTH AGENCY / REGIONAL CENTER

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

Will guarantee reimbursement of expenses incurred by:

- **DELHI PHARMACY #H08573**
PO Box 219, Delhi, CA 95315 (209)634-0061
- **CENTRAL VALLEY DIAGNOSTIC LAB #HC0163**
31 Alexander Ave. Merced, CA 95348 (209)726-3846
- **BIO-REFERENCE LABORATORIES #HS0709**
487 Edward H. Ross Dr. Elmwood Park NJ 07407 (800)229-5227

BILLING INFORMATION (Please Print)		
PLACEMENT AGENCY (Responsible Funding Source)		
MAILING ADDRESS (#Street/Ste. City, State, Zip)		
BILLING CONTACT NAME	PHONE (EXT)	FAX
ADDITIONAL CONTACT INFORMATION		
CASE MANAGER NAME	PHONE (EXT)	FAX
CONSERVATOR NAME	PHONE (EXT)	FAX

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

√	√	√
PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)	SIGNATURE	DATE
√	√	√
SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) if applicable	SIGNATURE	DATE

PAYMENT AGREEMENT
RESPONSIBILITY FOR DAMAGES

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH Last, First---###-##-####-MM/DD/YY	CPT # PENDING
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FILE NAME: ADMISSION MHRC NEW

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

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

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

Last, First---###-##-####-MM/DD/YY
RESIDENT NAME---SOCIAL SECURITY NUMBER---DATE OF BIRTH

COUNTY MENTAL HEALTH / REGIONAL CENTER
FUNDING SOURCE (PRIMARY)

N/A
FUNDING SOURCE (SECONDARY) if applicable

Will reimburse California Psychiatric Transitions for any damages to the facility and/or property caused by **Last, First---###-##-####-MM/DD/YY**

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

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

√ _____ √ _____ √ _____
PRIMARY AUTHORIZED PERSON, TITLE (PRINTED) SIGNATURE DATE

√ _____ √ _____ √ _____
SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) if applicable SIGNATURE DATE

This page left blank intentionally

RESIDENT NAME---SOCIAL SECURITY NUMBER---DATE OF BIRTH	CPT #
Last, First---###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

RESIDENT INITIALS _____
CALIFORNIA PSYCHIATRIC TRANSITIONS
MENTAL HEALTH REHABILITATION CENTER (MHRC)
 P.O. BOX 339, DELHI, CA 95315
 (209) 667-9304 FAX (209) 669-3978

ADMISSION AGREEMENT

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

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

PARTIES TO THIS AGREEMENT.

Last, First---###-##-####-MM/DD/YY

RESIDENT NAME---	SOCIAL SECURITY NUMBER---	DATE OF BIRTH	SIGNATURE	DATE
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Donna McGowan, Facility Director/Administrator

CALIFORNIA PSYCHIATRIC TRANSITIONS			SIGNATURE	DATE
------------------------------------	--	--	-----------	------

√		√		√
CONSERVATOR OR AUTHORIZED REPRESENTATIVE, TITLE			SIGNATURE	DATE

√		√		√
PLACEMENT AGENCY(S), TITLE			SIGNATURE	DATE

Basic Services—General

- (a) CPT shall provide, at a minimum, the following basic services; physician, nursing, pharmaceutical, and dietary services. (in accordance to Title 9, chapter 3.5).
- (b) If a service cannot be brought into CPT, CPT shall assist the resident in arranging for transportation to and from a service location.
- (c) CPT shall ensure that all orders, written by a person lawfully authorized to prescribe, shall be carried out unless contraindicated.
- (d) Each resident shall be encouraged and assisted to achieve and maintain the highest level of self-care and independence. Every effort shall be made to keep residents active, and out of bed for reasonable periods of time, except when contraindicated by physician's orders.
- (e) Each resident shall be provided with good nutrition and with necessary fluids for hydration.
- (f) The weight and height of each resident shall be taken and recorded in the resident record upon admission, and the weight shall be taken and recorded once a month thereafter.
- (g) Each resident shall be provided visual privacy during treatment and personal care.
- (h) Each resident shall be screened for tuberculosis upon admission, unless a tuberculosis screening has been completed within 90 days prior to the date of admission to CPT.
- (i) This facility honors "full code" consisting of first aid, CPR, and 911 notification for every resident.

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

RESIDENT NAME---SOCIAL SECURITY NUMBER---DATE OF BIRTH	CPT #
Last, First---###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

DISCHARGE

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

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

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

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

VISITING POLICY

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

NOTICE OF RATE CHANGE

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

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

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First---###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

RESIDENT INITIALS _____

CALIFORNIA
PSYCHIATRIC

TRANSITIONS (CPT)

HOUSE RULES

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

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First---###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

RESIDENT INITIALS

10	All residents are expected to willingly, with minimal prompts, participate in their rehabilitation by active contribution to the development of their treatment plans and in scheduled program activities. Non essential service outings into the community shall be based in part upon participation in CPT program activities.
11	Telephone calls should be limited to reasonable hours and duration. A pay telephone is available to residents. The CPT residents pay telephone number is 209-668-9746*
12	Mail will be delivered to residents on the day it arrives, after it has been sorted and not during group times. Mail is not delivered on Saturdays, Sundays, and holidays. CPT may cover the postage cost of regular class mail at a rate not to exceed one letter per resident per day.
13	Residents and staff may not make any purchases for other residents without the prior consent of facility director.
14	Residents and staff may not trade, give or sell any items to other residents or staff without prior administrative approval. No perishable food items may be stored in any of the bedrooms. Facility refrigerators may not be used to store resident's personal food or drink items.
15	All residents funds are to be kept in the resident trust account. Funds can be signed out to residents as appropriate needs arise.
16	The resident (or representative) shall be billed for any damages to the facility or property, caused by the resident, that is not due to normal "wear and tear". Non payment of billed damages shall be reason for discharge from this facility.
17	The facility attempts to provide a secure environment by reducing potential stressors such as violent television/video programs, poster, pictures or magazines that promote violence, pornography, military or survivalist items, clothing that promotes the use of illicit drugs or alcohol, etc.
RESIDENT SIGNATURE & DATE	
CPT STAFF SIGNATURE & DATE.	
PLACEMENT AGENCY SIGNATURE & DATE	
CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE	

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

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

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

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

RESIDENT NAME---SOCIAL SECURITY NUMBER---DATE OF BIRTH	CPT #
Last, First---###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION M/RC NEW

**CALIFORNIA
PSYCHIATRIC
TRANSITIONS**

TRUST FUND AUTHORIZATION

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

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

CALIFORNIA
PSYCHIATRIC
TRANSITIONS

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH Last, First—###-##-####-MM/DD/YY	CPT # PENDING
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FILE NAME: ADMISSION MHRG NEW

INFORMED CONSENT

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

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

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

1.

RESIDENT SIGNATURE _____ DATE _____

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE _____ DATE _____

3.

CPT STAFF SIGNATURE _____ DATE _____

4.

PLACEMENT AGENCY SIGNATURE AND TITLE _____ DATE _____

RESIDENT NAME---SOCIAL SECURITY NUMBER---DATE OF BIRTH	CPT #
Last, First--###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

CALIFORNIA
PSYCHIATRIC
TRANSITIONS

CONSENT/AUTHORIZATION FOR MEDICAL TREATMENT

With respect to Last, First ---###-##-###---MM-DD-YYYY
RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH

As the Resident, Conservator, Agency Representative or Legal Guardian, I hereby give consent to California Psychiatric Transitions to provide medical and dental care as prescribed by a duly licensed physician (MD) or dentist (DDS). I authorize California Psychiatric Transitions to monitor medications and treatments including reviewing lab results and medical progress notes.

DATE: _____

THANK YOU,

1.

RESIDENT SIGNATURE _____ DATE _____

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE _____ DATE _____

3.

CPT STAFF SIGNATURE _____ DATE _____

4.

PLACEMENT AGENCY SIGNATURE AND TITLE _____ DATE _____

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH Last, First--###-##-###- MM/DD/YY	CPT # PENDING
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FILE NAME: ADMISSION MHRG NEW

**CALIFORNIA
PSYCHIATRIC
TRANSITIONS**

**AUTHORIZATION FOR PHOTOGRAPH/
VIDEO TAPE**

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

THANK YOU,

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First—### ## ####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

CALIFORNIA
PSYCHIATRIC
TRANSITIONS

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

DATE: _____

PERMISSION IS HEREBY GRANTED FOR

CALIFORNIA PSYCHIATRIC TRANSITIONS TO

COLLECT ALL INFORMATION PERTAINING TO THE MEDI-CAL

COVERAGE REGARDING Last, First ---###-##-###----MM-DD-YYYY
RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH

THANK YOU,

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH Last, First---###-##-###-MM/DD/YY	CPT # PENDING
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FILE NAME: ADMISSION MHRC NEW

CALIFORNIA
PSYCHIATRIC
TRANSITIONS

CONSENT/AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

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

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First--###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMSSON MHRC NEW

RESIDENT INITIALS

THE FOLLOWING INFORMATION IS COPIED WORD FOR WORD FROM THE HANDBOOK OF RIGHTS FOR MENTAL HEALTH PATIENTS. STATE OF CALIFORNIA PATIENCE'S RIGHTS 393 REVISION.

HANDBOOK OF RIGHTS FOR MENTAL HEALTH PATIENTS

If you believe that you have been denied any of your rights stated in this Handbook without good cause or without proper procedures, you may call the Patients' Rights Advocate in your local mental health program or state hospital whose address and telephone number is {at the end of this section}.

INTRODUCTION: If you are, or were a psychiatric patient and are now in one of the following facilities, you possess the rights contained in this Handbook and the rights may not be waived by your parent, guardian or conservator. -State hospital-acute psychiatric hospital-psychiatric ward of hospital-skilled nursing facility-intermediate care facility-licensed group home-licensed family home-day Treatment Center.

You have the right to see and receive the services of a patient advocate who has no direct or indirect clinical or administrative responsibility for your mental health treatment. Your advocate's name and telephone number is {at the end of this section}.

YOUR RIGHTS

You cannot be denied the right: **Last, First ----###-##-###-----MM-DD-YYYY**

- 1 To wear your own clothes
- 2 To keep your personal possessions
- 3 To keep and be allowed to spend a reasonable sum of your own money for small purchases to have private storage space
- 4 To have ready access to letter writing materials, including stamps
- 5 To use the phone
- 6 To see visitors
- 7 To receive unopened mail
- 8 To have private storage space

EXCEPT for good cause.

Punishment, discipline or staff convenience do not constitute good cause, a denial can be made only by the person authorized by law or regulation to do so, and must be noted in your treatment record. Your rights must be restored as soon as the cause of the denial no longer exist.

GOOD CAUSE TO DENY RIGHTS

The "GOOD CAUSE" reason for denying any of your rights must include at least on of the following conditions:

- It poses a physical danger to yourself
- It would seriously infringe on the rights of others
- It would pose serious damage to the facility

You have the right to adequate care and individual treatment so that you may regain you health as soon as possible.

You have the right to live in as normal an atmosphere as possible and to receive care and treatment in the least restrictive setting with as much freedom as your safety permits.

You have the right to be provided with mental health services without discrimination because of race, color, sex, creed, religion, age or national origin.

CONFIDENTIALITY

Your record is confidential and can only be released to you or to people who are involved in providing medical or psychiatric services to you, except under court order; or as provided by law. Other specific people may be given access to your records whenever express consent is given by you or your guardian or conservator. The hospital may try to notify your family that you are in the hospital unless you specifically ask that no one be notified.

You cannot be asked or threatened to waive any of your rights as a condition of being admitted for treatment. However, you may agree not to exercise a specific right in the interest of your treatment plan.

INVOLUNTARY DETENTION

If you were brought in as a patient against your will because you were considered to be either a danger to yourself, a danger to others, or gravely disabled, you have the right to be released after 72 hours, unless the person in charge can establish that you need an additional 14 days of psychiatric treatment.

You cannot be held for 14 additional days of treatment unless you have been informed of this in advance and have been told of your right to remain as a voluntary patient. You have the right to an administrative hearing to determine if "probable cause" exists to hold you for the additional 14 days. You may be represented y a patient advocate or other person of your choice at this hearing. You also have the right to request to go to court for a Writ of Habeas Corpus if you think you ought to be released. Staff must assist you in requesting a Writ of Habeas Corpus from the Superior Court.

If it is decided after these additional 14 days that you are gravely disabled and unable to provide for your own food, clothing, or shelter, a conservator can be appointed for you who will decide where you are to be placed for care and treatment. You have the right at this time to request a court hearing or a jury trial to see if you really need a conservator; staff must inform you of this action and assist you in obtaining a court hearing or jury trial. If you cannot afford a private attorney, the court will appoint one for you.

You have the right to wear you own clothes, to keep and use personal possessions like your toilet articles, and to keep enough personal funds for small day-to-day purchases. The less need you have of supervision in the facility in which you reside, the more control you should have over your personal funds.

You have the right to storage space for personal belongings that is readily accessible to you. Your possessions cannot be searched unless you are present and unless adequate reasons for the search are given.

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First—###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

RESIDENT INITIALS

17

Daily you have the right to receive visitors of your own choice.

You have the right to use the phone daily to conduct a reasonable number of private telephone conversations with family and friends. Ordinarily, you will be required to pay for your own calls.

You have the right to send and receive sealed, unopened and uncensored mail. Letter writing materials, including postage, must be made available to you. You may be required to pay for these items.

You have an absolute right to retain an attorney at any time, or you can call a patient's rights advocate. The facility shall provide every assistance other than funds to effect this right.

You have the right to communicate with and to receive visits from your personal lawyer, patients' rights advocate, or doctor at any reasonable time.

You have the right to decent living conditions, which include the right to receive services in an environment which is physically safe and sanitary, and which will contribute to your recovery.

You have the right to receive treatment in state supported facilities even if you are unable to pay for the full cost of your care. However, if the facility is not supported by state funds, you will have to pay the full cost of the treatment you receive.

You have the right to be free from physical neglect or abuse while under treatment. Any physical restraint imposed on you, if you attempt to injure yourself, or another person must be limited to that which is absolutely necessary to handle the situation.

You cannot be deprived of freedom of movement through restraints or seclusion except on the signed order of a physician in an emergency the physician may give such and order on his next visit. Seclusion and restraints shall only be used to prevent you from injuring yourself or others and only when other methods will not work.

You have the right while in an institution, to prompt individual and adequate medical treatment.

You have the right to be out of doors at regular and frequent intervals in the absence of contrary medical considerations.

You have the right to refuse to take part in any research project or medical experiment.

You have the right to refuse psychosurgery, that is, any operation on your brain intended to change you behavior. No one can overrule you refusal.

You have the right to refuse Electro-Convulsive Treatment (ECT) or any form of convulsive therapy. However, ECT or shock treatment may be given without your consent under certain conditions that are designed to protect your rights and are specified in law.

If you are a voluntary adult patient you have the right to accept or refuse anti-psychotic medications. You shall be treated with anti-psychotic medications only after you have completed the informed consent process.

Before you consent to any anti-psychotic medication, your doctor must explain to you:

- 1 The reason for taking this medication and what benefits you can expect.
- 2 That you may withdraw your consent at any time
- 3 The type and amount of medicine and how often it must be taken
- 4 The common side effects from taking this medication and what effects you can most probably expect to experience
- 5 Alternative treatments that are available (if any)
- 6 The potential long-term side effects of taking the medication.

No individual or facility shall interfere with your right to enter into a contract, to hold or dispose of real property, to hold professional or occupational or driver's licenses, to marry or obtain a divorce, to register and vote, to make a will or otherwise manage your affairs. Only a court can find you incompetent in any of these areas. You cannot be treated as incompetent just because you have been admitted for treatment in a mental health facility.

If you are being detained against your will under Welfare and Institutions Code, Sections 5150 (72 hours), 5250 (14 days), 5260 (additional 14 days) or 5270.15 (additional 30 days) you have the right to refuse treatment with anti-psychotic medication. However, you may be treated with anti-psychotic medication over your objection in the case of an emergency or upon a determination that you do not have the capacity to refuse treatment, in a capacity hearing held for this purpose. A hearing officer will conduct the capacity hearing at the facility where you are receiving treatment. The hearing officer will determine whether you have the capacity to refuse medication as a form of treatment. You may appeal the determination of the capacity hearing to the superior court of the court of appeal.

You have the right to be represented at the capacity hearing by a patient's rights advocate or legal counsel. This person will assist you to prepare for the hearing and will answer concerns or questions you may have about the capacity hearing process.

You have the right to follow your religion and attend religious observances. The facility shall help you exercise this right. You may not be pressured in any way to participate in religious practices, nor compelled to accept a visitation from a clergyman of any religion.

You have the right to gather or meet with other patients or residents in appropriate places in your facility for legitimate reasons.

You have the right to socialize and participate in supervised recreational activities with other persons including those of the opposite sex.

You have the right to the maximum amount of privacy consistent with the effective delivery of services such as during medical treatment, when bathing, dressing, toileting, visiting, and other appropriate times.

If you are a minor, you have the right to education, as required by state law. You have the right to read materials of your choosing unless such materials seriously disrupt your treatment program.

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

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH

Last, First—###-##-####-MM/DD/YY

CPT #

PENDING

FILENAME: ADMISSION MHRC NEW

You have the right to phone, write, or visit the director or directors of the facility, or the patients' rights advocate, if you have a problem or complaint regarding your rights.

The person in charge of the facility in which you are receiving treatment is responsible for making sure that all your rights (on these pages) are being protected.

APPENDIX

CONSERVATOR-A person appointed by the court to take care of the person or the property, or both, of a "gravely disabled" individual who is called a "conservatee". A conservatorship may last for a period of up to 30 days, which is called "temporary conservatorship", or may last for up to 12 months, which is called "permanent conservatorship". A conservator may be either a public agency or a private person.

GRAVELY DISABLED-A person unable, by reason of a mental disorder, to provide for his own food, clothing, or shelter.

PETITION FOR WRIT OF HABEAS CORPUS-A legal request for release from a facility or institution which you can file yourself or with the help of a lawyer. The Writ will entitle you to a hearing in a Superior Court.

INFORMED CONSENT-A signed consent form, which facilities are authorized to develop, must be completed before anti-psychotic medications may be given to a voluntary patient. The signed form is to be kept in the patient's record. The information you receive about your medications are to include the type of medication and how much, the benefits and side effects of this medicine, and what other forms of treatment are available to you.

ANTI-PSYCHOTIC MEDICATION-Any medication customarily prescribed for the treatment of symptoms of psychoses and other severe mental and emotional disorders.

EMERGENCY-A situation in which action to impose treatment over the person's objection is immediately necessary for the preservation of life or the prevention of serious bodily harm to the patient or others, and it is impracticable to first gain consent.

HEARING OFFICER-A superior court judge, a court-appointed commissioner or referee, or a court-appointed hearing officer. All commissioners, referees and hearing officers are appointed by the superior court from a list of attorneys unanimously approved by a panel composed of the local mental health director, the county public defender, and the county counsel or district attorney designated by the county board of supervisors.

It is the advocate's responsibility to investigate and resolve your complaint to your satisfaction. If they are unable to do so the complaint must be referred by them to the local mental health director. If the problem is still not resolved, it must be referred to the Office of Patients' Rights, Department of Mental Health, 1600 - 9th Street, Room 150, Sacramento, CA 95814.

If you are unable to locate the Patients' rights advocate listed (at the end of this page) you may contact the state office of patients' rights at (916) 654-1512.

Merced Patients Rights Advocate 209-381-6876.

RESIDENT NAME---SOCIAL SECURITY NUMBER---DATE OF BIRTH	CPT #
Last, First---###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

RESIDENT INITIALS

CPT CONTRABAND LIST

The following is a list of contraband items/materials that are not allowed in the patient's room or in their possession. This is to assure their safety and the safety of other residents. There are some items, which may need to be left up to the discretion of the staff based on behavioral issues (i.e. Rubber bands, which may be used to hold cards together vs. Cutting off one's circulation).

ITEM	DISPOSITION/ACTION TO BE TAKEN BY CPT STAFF
AEROSOL CANS	Will be evaluated on a PRN basis.
ALUMINUM CANS	If unopened, can be stored until discharge, opened containers will be discarded.
ALCOHOL	Removed and destroyed.
BACKPACKS	Removed and stored for resident.
BOOTS	Will be evaluated on a PRN basis.
CAFFEINATED BEVERAGES	Will be evaluated on a PRN basis.
CAMERAS	Removed and stored for resident.
CHEWING TOBACCO	If unopened, can be stored until discharge, opened containers will be discarded.
CIGARETTE PAPERS	Will be evaluated on a PRN basis.
CIGARS	Will be evaluated on a PRN basis.
COMPUTERS	Will be stored for resident's discharge.
DENTAL FLOSS	Will be evaluated on a PRN basis.
DOUCHES	Removed and stored for resident.
DUFFEL BAGS	Removed and stored for resident.
FINGERNAIL CLIPPERS	Removed and stored for resident.
GUM	Removed and stored for resident.
HAIR CURLERS	Removed and stored for resident.
HAIR DRYERS	Removed and stored for resident.
item)	Some resident can have razors, hair curlers, and hair dryers under staff close supervision.
ILLICIT DRUGS	Removed and destroyed.
KNITTING NEEDLES	Removed and stored for resident.
LOOSE TOBACCO	Will be evaluated on a PRN basis.
MATCHES	Will be evaluated on a PRN basis.
item)	LIGHTERS - Will be evaluated on a PRN basis.
MEDICATIONS	Prescription medications shall be centrally stored in a locked area in the facility. Only designated staff shall have access to centrally stored medications.
item)	OVER THE COUNTER MEDICATIONS - shall be centrally stored in a locked area in the facility. Only designated staff shall have access to centrally stored medications.
item)	VITAMINS - shall be centrally stored in a locked area in the facility. Only designated staff shall have access to centrally stored medications.

RESIDENT NAME---SOCIAL SECURITY NUMBER---DATE OF BIRTH Last, First---####-##-####-MM/DD/YY	CPT # PENDING
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FILE NAME: ADMISSION\MHRC NEW

RESIDENT INITIALS

METAL MATERIALS	Will be evaluated on a PRN basis.
MOUTHWASH	Will be evaluated on a PRN basis.
item)	Non alcohol based mouthwash may be kept by resident if such items are cannot be abused by consumption.
NAIL POLISH/ NAIL POLISH REMOVER	Any astringent products that may be caustic or lethal if swallowed will be stored.
PERISHABLE FOODS	Will be evaluated on a PRN basis.
PINS	Removed and stored for resident.
PIPES (tobacco smoking)	Will be evaluated on a PRN basis.
POINTED TOE SHOES	Will be evaluated on a PRN basis.
PORNOGRAPHY	Will be evaluated on a PRN basis.
Q-TIPS	Removed and stored for resident.
RAZORS (non-electric)	Some resident can only have razors, hair curlers, and hair dryers under staff close supervision.
SAFETY PINS	Removed and stored for resident.
SCISSORS	Removed and stored for resident.
SEEDS WITH SHELLS	Removed and stored for resident.
SHARP PLASTIC	Removed and stored for resident.
SILVERWARE	Removed and stored for resident.
SPIKED HEELS	Will be evaluated on a PRN basis.
SUITCASES	Removed and stored for resident.
TAMPONS	Removed and stored for resident.
TELEVISIONS	Will be stored for resident's discharge.
TIES	Will be evaluated on a PRN basis.
TOENAIL CLIPPERS	Removed and stored for resident.
WEAPONS	Removed and stored for resident.

Staff may centrally store many of the personal care items for supervised usage. Family members should bring these items to staff to assure they are properly secured/stored.

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH Last, First--###-##-####-MM/DD/YY	CPT # PENDING
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FILE NAME: ADMISSION MIRC NEW

**PASS AND OUTINGS REQUEST AND PROCEDURES
POLICY AND PROCEDURE**

Policy Area: Resident Pass Procedure
Regulation: § 784.00 (c)

Revision Date: November 24, 2003

POLICY:

The facility shall make reasonable efforts to ensure the safety of CPT residents and others who may come in contact with CPT residents, while they are on pass from this facility.

PROCEDURE:

1. Pass request should be submitted at least 5 days prior to the scheduled date and time of resident's departure from facility.
2. The Administration shall be responsible for the proper implementation of this procedure.
3. Resident shall be informed of this policy upon admission to this facility.
3. Copies of this procedure or summaries of this procedure shall be posted in an area accessible to the resident population.
5. Person's interested in taking resident's off site for a pass (day pass or overnight) shall call, write or fax CPT.
California Psychiatric Transitions
PO Box 339 Delhi, Ca 95315
Phone 209-667-9304
Fax 209-669-3978
6. CPT staff will obtain the following information:
 - A) Name of resident
 - B) Name of person to be the responsible for resident while on pass.
 - C) Date and time resident will be leaving and returning to the facility.
 - D) Method of transportation (cell phone number if available)
 - E) Destination of pass (address and telephone number/cell phone number)
 - F) Any special request (i.e. sack lunch, P & I funds, etc.)
7. Pass information shall be submitted to members of the resident's treatment team for review and recommendations.
8. Treatment team recommendations (i.e. changes in duration of pass, drug screening, etc) shall be included on the pass request.
9. A completed pass request shall be submitted to the resident's authorized representative.
10. The resident's authorized representative shall be responsible for the approval or denial of an offsite pass. Such approval, denial or any changes to the pass request shall be made in writing.

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH	CPT #
Last, First---###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

PASS AND OUTINGS REQUEST AND PROCEDURES

POLICY AND PROCEDURE Continued

11. Once a copy of the approved pass has been received by the facility, the following shall apply:
 - A) Administration shall forward a copy of completed pass to appropriate departments.
 - B) Nursing shall be responsible to arrange for medications for the duration of the pass.
 - C) Dietary shall be responsible for any dietary request (i.e. sack meal)
 - D) Administration shall provide any approved requested documentation and P & I request.

12. Prior to resident departure, Nursing shall:
 - A) Verify that medications are correct and complete and instructions are communicated to the responsible party.
 - B) Any special instructions are given to the responsible party.
 - C) Document patient condition upon departure from facility.
 - D) Ensure that responsible party has signed for patient's departure.

13. Upon return to the facility, Nursing shall:
 - A) Document patient condition upon arrival to facility.
 - B) Obtain information from the responsible party; Resident's medication compliance and behavior during pass.
 - C) Arrange for any items returned with resident to be inventoried by appropriate staff.

ACKNOWLEDGEMENT OF RIGHT TO DISCHARGE UPON NOTICE

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First—###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

RE: Last, First ---###-##-###---MM-DD-YYYY
 RESIDENT NAME - SOCIAL SECURITY NUMBER - DATE OF BIRTH

The undersigned, being all of the parties to the forgoing ADMISSION AGREEMENT of even date herewith, by their respective signatures hereby acknowledge and agree that CALIFORNIA PSYCHIATRIC TRANSITIONS, INC. (CPT) shall have the right and authority to discharge the Resident with or without cause upon 30 days' written notice to Resident and/or Resident's Conservator or Authorized Representative. This acknowledgement shall not in any way limit CPT's right, authority, and ability to discharge Resident with less than 30 days' notice as provided in the foregoing ADMISSION AGREEMENT or as available under California law.

- 1. _____ DATE _____
 RESIDENT SIGNATURE

- 2. _____ DATE _____
 CONSERVATOR/AUTHORIZED REPRESENTATIVE SIGNATURE

- 3. _____ DATE _____
 CPT STAFF SIGNATURE

- 4. _____ DATE _____
 PLACEMENT AGENCY SIGNATURE

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First---###-##-###---MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

Distribution of Agreement

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

SECTION 1 & 2

Last, First ----###-##-###-----MM-DD-YYYY

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

1.

Last, First ----###-##-###-----MM-DD-YYYY SIGNATURE DATE

2.

CPT STAFF SIGNATURE DATE

SECTION 3 & 4

Last, First ----###-##-###-----MM-DD-YYYY

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

3.

CPT STAFF SIGNATURE AND TITLE DATE

4.

WITNESS DATE

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH	CPT #
Last, First---###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

California Psychiatric Transitions

Notice of Privacy Practices

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

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

OUR LEGAL DUTY

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

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

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

USES AND DISCLOSURES OF HEALTH INFORMATION

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

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

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

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

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

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

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First---###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

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

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

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

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

PATIENT RIGHTS

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

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

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

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

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

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

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First—###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

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

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

Acknowledgement of Receipt of Notice of Privacy Practices

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

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

Signature Date

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

Relationship:

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

Name of person receiving services: _____

Refused to sign Date: _____

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First—#### ## ##### MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

**CALIFORNIA
PSYCHIATRIC
TRANSITIONS**

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

RE: Last, First ---###-##-###---MM-DD-YYYY
RESIDENT NAME – SOCIAL SECURITY NUMBER – DATE OF BIRTH

County
NAME OF PLACEMENT AGENCY

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

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

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First--###-##-###-MM/DD/YY	PENDING

FILE NAME: ADMISSION MHRC NEW

RESIDENT INITIALS

1.3.3. has not been convicted for sexual battery under California Penal Code 243.3;

1.3.4. has not been convicted for engaging in lewd acts with or involving minors, as defined under California Penal Code 288, California Penal Code 311 and Penal Code 314.

2. **Indemnification.** Placement Agency shall defend, indemnify and hold CPT, its officers, agents and employees harmless against and from any all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to employees, patients/residents, and the public, or damage to property, which are claimed to or in any way arise out of or are connected with Placement Agency's breach of any of its representations and warranties set forth in this Addendum.

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

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

RESIDENT NAME—SOCIAL SECURITY NUMBER—DATE OF BIRTH	CPT #
Last, First—###-##-####-MM/DD/YY	PENDING

FILE NAME: ADMISSION MTRG NEW