



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-24

For the meeting of: June 23, 2015

Date: June 8, 2015

To: Board of Supervisors

From: Phillip R. Crandall, Director *PRC*
Department of Health and Human Services-Mental Health

Subject: Agreement between Humboldt County and California Psychiatric Transitions Inc for Fiscal Years 2014-15 and 2015-16

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Agreement between Humboldt County and California Psychiatric Transitions Inc for Fiscal Years 2014-15 and 2015-16;
2. Authorizes the Chair to execute three (3) originals of the Agreement effective May 11, 2015;
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

Amy Nissen

REVIEW:

Auditor

MBM

County Counsel

KR

Personnel

Risk Manager

MBM

Other

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 *Sundberg*

Ayes *Sundberg, Fennell, Bohn, Bass*

Nays

Abstain

Absent *Lovelace*

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

Dated: *June 23, 2015*

By:

Kathy Hayes, Clerk of the Board

Kathy Hayes

DISCUSSION:

The Humboldt County Department of Health and Human Services (DHHS) - Mental Health, in concert with the Public Guardian's Office, utilizes a variety of placement options to provide long term care to chronically mentally ill clients requiring a locked secure setting. California Psychiatric Transitions, Inc. (CPT) is a Mental Health Rehabilitation Center (MHRC) located in Delhi, California, and is licensed to provide services to the most severely mentally ill adult clients in a residential setting.

CPT is only utilized when all other lower level of care options have been exhausted, and when necessary for the protection of adult clients while alternatives are developed.

The Agreement comes late to the Board due to the specialized mental health services provided by this facility were necessary for the placement of a client who has been rejected by all other contracted facilities. DHHS-Mental Health executed a Letter of Intent with CPT to preserve the beginning date of the agreement, and so that the client could be moved from Sempervirens as quickly as possible.

FINANCIAL IMPACT:

The maximum value of this Agreement will not exceed \$53,550 for fiscal year 2014-15, and \$383,250 for fiscal year 2015-16. This contract expenditure has been included in the approved budget for FY 2014-15 and proposed budget for FY 2015-16, DHHS-Mental Health Adult Services budget unit 1170-496. Funding for this Agreement is available from State Realignment and Mental Health Services Act (MHSA) allocations. There is no impact to the County General Fund.

If State, Federal or County funding is reduced or deleted, the maximum reimbursement may be reduced or deleted.

This Agreement promotes 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:

The Public Guardian

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve this Agreement; however DHHS-Mental Health does not recommend this alternative. Other alternatives would include retaining clients at the inpatient level at Sempervirens, or at a State Hospital; these options are more costly and may not be appropriate for the clients' treatment.

ATTACHMENTS:

Agreement between Humboldt County and California Psychiatric Transitions Inc for Fiscal Years 2014-15 and 2015-16, (three (3) originals)

**AGREEMENT
BY AND BETWEEN
HUMBOLDT COUNTY
AND
CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.
FOR FISCAL YEARS 2014-15 AND 2015-16**

This Agreement, made and entered into this 23rd day of June, 2015, at Eureka, California, by and between Humboldt County, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and California Psychiatric Transitions, Inc., Mental Health Rehabilitation Center (MHRC), a California Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS) - Mental Health desires to retain contractor to provide the services of a long-term treatment program for adults with chronic mental illnesses, and who otherwise would be placed in the State Hospital or higher levels of care; and

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

WHEREAS, COUNTY wishes to obtain these services from CONTRACTOR.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

As set forth in Exhibit A, consisting of four (4) pages, attached hereto and incorporated by reference.

2. NO TERMS NOT INCLUDED:

This Agreement contains all 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 of the parties.

3. TERM:

The term of this Agreement shall be from May 11, 2015 and shall continue through June 30, 2016, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract -- COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in its sole discretion, the determination is

made that there is:

- i. An illegal or improper use of funds;
- ii. A failure to comply with any term of this Agreement;
- iii. A substantially incorrect or incomplete report submitted;
- iv. Failure to maintain adequate levels of insurance as specified in this Agreement; or
- v. Improperly performed service.

B. Without Cause -- This Agreement may be terminated by either party without cause as follows:

- i. If terminated by CONTRACTOR, termination shall require sixty (60) days advance written notice of such intent to terminate. The notice shall state the effective date of the termination.
- ii. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice; except that COUNTY shall take into consideration the welfare of COUNTY's clients and patients and make allowance for the treatment needs of its clients and patients.

5. NOTICES:

Any and all notice(s) required to be given pursuant to the terms of this Agreement may be given personally or by registered mail addressed to either COUNTY or CONTRACTOR at the following addresses:

COUNTY: Humboldt County Dept. of Health and Human Services
Attention: Mental Health Fiscal Services
720 Wood Street
Eureka, California 95501

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

6. ATTORNEY FEE ON BREACH:

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

7. PAYMENT:

COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement not to exceed the maximum amount of Fifty Three Thousand Five Hundred Fifty dollars

(\$53,550) for fiscal year 2014-2015, and Three Hundred Eighty-Three Thousand, Two Hundred Fifty dollars (\$383,250) for fiscal year 2015-2016. COUNTY'S fiscal year runs from July 1st through June 30th. All costs incurred above the maximum amount will be the responsibility of the CONTRACTOR. It shall be the responsibility of CONTRACTOR to notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum amount will be reached. Specific payment terms and conditions are set forth in Exhibit B, attached hereto and incorporated herein by reference.

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

8. NO 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 the CONTRACTOR. Neither 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 of the CONTRACTOR the repayment of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

9. AUDIT AND RECORD RETENTION:

- A. CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this Agreement pursuant to Government Code Section 8546.7. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.
- B. CONTRACTOR shall maintain books, records, documents, and other evidence, 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 any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- C. 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.
- D. CONTRACTOR agrees that the State Department of Health Care Services (DHCS), the State Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement and to allow interviews of any employees who might reasonably have information related to such records. CONTRACTOR agrees to allow the auditor(s) access to such

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

E. CONTRACTOR shall preserve and make available his/her records (1) for a period of three (3) years from the date of final payment under this Agreement, and (2) 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 work terminated 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 seven-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3)-year period, whichever is later.

F. CONTRACTOR shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10, if applicable.

G. 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 an authorized representative 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, etc.

10. CLINICAL/MEDICAL RECORDS

CONTRACTOR shall maintain accurate and legible clinical/medical records for the period prescribed by law.

11. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

12. MONITORING:

CONTRACTOR agrees to extend to the Humboldt County Mental Health Director or designee the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement.

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13. ASSIGNMENT:

Neither party shall assign its obligations under this Agreement without the prior written consent of the other party. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement.

14. SUBCONTRACTING:

CONTRACTOR shall not subcontract for any services without prior written approval of COUNTY.

15. 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, worker's compensation and injury leave or other leave benefits.

16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that CONTRACTOR 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 becomes a Nuclear Weapons Contractor.

17. COMPLIANCE WITH LAWS:

CONTRACTOR agrees to comply with all applicable local, State and Federal laws and regulations, including but not limited to the Americans with Disabilities Act. CONTRACTOR agrees to comply with applicable provisions of any Mental Health Performance contract between DHCS and COUNTY. CONTRACTOR further agrees to comply with any applicable Federal, State or local licensing standards, any applicable accrediting standards and any other applicable standards or criteria established locally or by the State or Federal governments.

18. VENUE AND APPLICABLE LAW:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

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19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or policy 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.

20. NONDISCRIMINATION:

In connection with the execution of this Agreement, CONTRACTOR shall not 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 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), military service, or any other classifications protected by local, state and federal laws and regulations, and denial of family care leave.. Nothing herein shall be construed to require employment of unqualified persons.

CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of 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. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

21. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive confidential information. CONTRACTOR agrees to protect the confidentiality of all DHHS clients and patients in conformance with, but not limited to, California Welfare and Institutions Code Sections 827, 5328, and 10850, the California Confidentiality of Medical Information Act, California Health & Safety Code sections 1280.15 and 1280.18 as applicable, the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and their implementing regulations.

COUNTY and CONTRATOR acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. CONTRACTOR 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, and the HIPAA regulations.

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22. INFORMATION CONFIDENTIALITY AND SECURITY REQUIREMENTS

A. Definitions. For purposes of this Exhibit, the following definitions shall apply:

1. Public Information: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Section 6250-6265) or other applicable state or federal laws.
2. Confidential Information: Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable state or federal laws.
3. Sensitive Information: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential 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 agency financial transactions and regulatory actions.
4. Personal Information: Information that identifies or describes an individual, including, but not limited to, their name, social security number, 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. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code Sections 1798.29 and 1798.82.

B. Nondisclosure. CONTRACTOR shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).

1. CONTRACTOR shall not use any PSCI for any purpose other than carrying out CONTRACTOR'S obligations under this Agreement.
2. CONTRACTOR shall promptly transmit to COUNTY all requests for disclosure of any PSCI not emanating from the person who is the subject of the PSCI.
3. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the

subject of PSCI, any PSCI to anyone other than COUNTY or DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

C. CONTRACTOR shall observe the following requirements:

1. Safeguards. CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI including electronic PSCI that it 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:

a. Personnel Controls

- i. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY, or access or disclose PSCI, must complete information privacy and security training, at least annually, at CONTRACTOR's 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 contract termination.
- ii. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- iii. Confidentiality Statement. All persons that will be working with Personal Health Information ("PHI" as defined in HIPAA) or Personal Information ("PI") 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 access to PHI or PI. The statement must be renewed annually. CONTRACTOR shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- iv. Background check. Before a member of the workforce may access PHI or PI, 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 contract termination.

b. Technical Security Controls

- i. Workstation/Laptop encryption. All workstations and laptops that process and/or store PHI or PI 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.
- ii. Server Security. Servers containing unencrypted PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- iii. Minimum Necessary. Only the minimum necessary amount of PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- iv. Removable Media Devices. All electronic files that contain PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. 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.
- v. Antivirus Software. All workstations, laptops and other systems that process and/or store PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- vi. Patch Management. All workstations, laptops and other systems that process and/or store PHI or PI 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 30 days of vendor release.
- vii. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI or PI. Username 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 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 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)

- viii. Data Destruction. When no longer needed, all PHI or PI must be wiped using the Gutmann or US 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.
- ix. System Timeout. The system providing access to PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- x. Warning Banners. All systems providing access to PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- xi. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI or PI, or which alters PHI or PI. 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 or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- xii. Access Controls. The system providing access to PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- xiii. Transmission Encryption. All data transmissions of PHI or PI 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 or PI in motion such as website access, file transfer, and E-Mail.
- xiv. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI or PI that are

accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

c. Audit Controls

- i. System Security Review. All systems processing and/or storing PHI or PI 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.
- ii. Log Reviews. All systems processing and/or storing PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- iii. Change Control. All systems processing and/or storing PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

d. Business Continuity/Disaster Recovery Controls

- i. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic PHI or PI 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 24 hours.
- ii. Data Backup Plan. CONTRACTOR must have established documented procedures to backup PHI to maintain retrievable exact copies of PHI or PI. 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 or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of data.

e. Paper Document Controls

- i. Supervision of Data. PHI or PI 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 or PI 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.

- ii. Escorting Visitors. Visitors to areas where PHI or PI is contained shall be escorted and PHI or PI shall be kept out of sight while visitors are in the area.
 - iii. Confidential Destruction. PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
 - iv. Faxing. Faxes containing PHI or PI 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 should be verified with the intended recipient before sending the fax.
 - v. Mailing. Mailings of PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 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 of DHCS to use another method is obtained.
2. Security Officer. CONTRACTOR shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with COUNTY.
3. Discovery and Notification of Breach. CONTRACTOR shall notify COUNTY immediately by telephone call plus fax upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration, or upon the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, or potential loss of confidential data affecting this Agreement.

CONTRACTOR shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
4. Investigation of Breach. CONTRACTOR shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery, CONTRACTOR shall submit a report containing the applicable information to the extent known at that time.

5. Written Report. CONTRACTOR shall provide a written report of the investigation to COUNTY within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
6. Notification of Individuals. CONTRACTOR shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach.

23. INSURANCE REQUIREMENTS:

- A. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best's rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder 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 (1) incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 2. Automobile/Motor liability insurance with a limit of liability of 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 or coverage for "any auto".
 3. Workers Compensation and Employer's Liability Insurance providing worker's compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage

with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

4. Professional liability insurance/errors and omission 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 the professional may be exposed to liability. CONTRACTOR shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.
5. Insurance notices sent to:
County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

C. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

- (1) The Comprehensive General Liability Policy shall provide that the COUNTY, its 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 the COUNTY, its 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 "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - 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 policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 5. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- (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 project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its 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 by COUNTY. The endorsements shall be on forms as approved by the COUNTY's Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) 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 of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.

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 aggregate limits set forth above.

24. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

- A. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with CONTRACTOR's duties and obligations under this Agreement and any amendments hereto.
- B. COUNTY shall indemnify, defend and hold harmless CONTRACTOR and its officers, officials, employees and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY's duties and obligations under this Agreement and any amendments hereto.
- C. Notwithstanding paragraphs A and B, in the event that CONTRACTOR and COUNTY are both held to be negligently or willfully responsible, CONTRACTOR and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and

attorney's fees.

- D. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR's operations regardless if any insurance is applicable or not.

25. MEDIA RELEASE:

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the Humboldt County Department of Health and Human Services or his designee.

26. PROTOCOLS:

Both parties recognize that a number of protocols must be negotiated to make this Agreement specific. In regard to all such protocols, they shall be agreed to by and DHHS and CONTRACTOR.

27. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the written mutual consent of both parties.

28. DRUG FREE WORKPLACE CERTIFICATION:

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

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. CONTRACTOR's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works on the Agreement:

- i. Will receive a copy of CONTRACTOR's drug-free policy statement, and
- ii. Will agree to abide by the terms of CONTRACTOR's statement as a condition of employment on the Agreement or grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of future State contracts if the Department determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

29. PATIENTS' RIGHTS:

CONTRACTOR shall comply with applicable laws, regulations, and State policies pertaining to patients' rights.

30. UTILIZATION REVIEW:

COUNTY, through its DHHS-Mental Health Director, may designate a person(s) to perform a utilization and/or professional standards review of all patients for which it is expected to make reimbursement.

31. ADMISSION PRIORITY:

CONTRACTOR shall provide COUNTY with periodic reports of openings in CONTRACTOR's facility and agrees to be ready, willing and able to give priority to the admission of COUNTY-linked patients.

32. DETERMINATION OF ABILITY TO PAY:

If so directed by the DHHS-Mental Health Director, CONTRACTOR shall, determine client's share of cost using the State's Uniform Method of Determining the Ability to Pay, relaying to COUNTY the results of such determination. This shall be done any time there is a demonstrable change in client's financial status but no less than annually. CONTRACTOR avers that inability to pay shall be no bar to CONTRACTOR's services. However, CONTRACTOR further agrees that 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.

33. ADMISSION POLICIES:

The patient population to be served is adults with mental illness in need of long-term treatment. In order for proper reimbursement:

- A. All referrals to CONTRACTOR must be authorized by the DHHS-Mental Health Director or designee.
- B. The final admission decision shall rest with CONTRACTOR.
- C. If admission is denied, the DHHS-Mental Health Director or designee shall be immediately notified and shall be informed of the reasons leading to the denial.
- D. Policies and procedures for admission shall be written by CONTRACTOR based

on this Agreement. Policies 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.

- E. In recognition of the fact that clients are referred by DHHS- Mental Health and that DHHS-Mental Health has specific responsibilities for long-term case coordination, CONTRACTOR agrees to participate in and accept the overall care plan for patients, including but not limited to discharge planning and timeliness for discharges as a condition of acceptance of the client for admission.

34. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

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[Signature Page to Follow]

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

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: An Marshall, Deputy

APPROVED AS TO INSURANCE:

Kathleen F. Ben Filly
Risk Manager

COUNTY OF HUMBOLDT:

Stella J. Jernell
Chair, of the Board of Supervisors

CONTRACTOR:

John T. Hackett
Name

Pres.
Title

Dina Hackett
Name

V.P.
Title

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.

EXHIBIT A

SCOPE OF SERVICES FOR FISCAL YEARS 2014-15 AND 2015-16

CONTRACTOR shall provide the 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 Mental Health Rehabilitation Center (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 (18 years or older) as an alternative to State hospitalization or a higher level of care.
- Services provided in a locked, 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.

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.

The 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.

2. 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, the CONTRACTOR shall provide enhanced services provided by technicians, vocational and rehabilitative counselors, and recreational therapists. The 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.

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 of this Service Agreement.

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

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.

CONTRACTOR shall admit clients with a DSM-IV TR diagnosis. Individuals in need of 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. The COUNTY may grant individual exception to the admission criteria.

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

It is agreed by the COUNTY and the 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.

The Admission Agreement and Addendum to the Admission Agreement forms contained within Exhibit C, or substantially similar forms, will be utilized by the COUNTY and CONTRACTOR.

C. COUNTY LIAISON, CLIENT DISCHARGE PLANNING

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

CONTRACTOR shall keep COUNTY Liaison fully informed of each COUNTY client's progress and shall collaborate in pre-discharge and discharge planning.

COUNTY Facility Liaison shall be responsible for arranging community supports deemed necessary for each COUNTY client to be discharged.

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

COUNTY agrees to placement at Humboldt County Sempervirens psychiatric health facility when acute psychiatric hospitalization is deemed necessary.

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 as rate schedule.

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

E. GOALS

To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour nursing and Mental Health Rehabilitation Center (MHRC) services.

To modify client's maladaptive behavior patterns and develop daily living skills which will enable them to live in less restrictive, more independent settings.

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.

F. REPORTING

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.

Documentation of Services rendered shall include:

- Monthly census that includes client names and number of clients served.
- Dates of Admission/Discharge

- The identity and reason of any placements accepted, denied, and/or discharged by the CONTRACTOR.
- Program attendance/participation and report of client activities.
- Identify if client has participated in Wellness Recovery Action Plans (WRAP)-related activities.
- Identify any clients who were admitted to a psychiatric hospital during the previous 30 days.
- Identify and document the number of days any clients were placed on the most restrictive level of care.

Reports shall be submitted by the 10th day of the following month in which services were rendered.

CONTRACTOR shall provide COUNTY with quarterly client treatment plans.

CONTRACTOR shall notify COUNTY within 24 hours when a client is admitted to a psychiatric or medical hospital.

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

CONTRACTOR will notify COUNTY 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.

CONTRACTOR shall maintain current licenses and/or certifications, as follows:
Community Care licensure and Certificates of Insurance to be submitted to Mental Health.

Monthly Reports shall be submitted to:

Humboldt County Department of Health and Human Services
Mental Health - Comprehensive Community Treatment
Supervising Mental Health Clinician
720 Wood St.
Eureka, CA 95501

In the event services are provided on multiple sites, a separate report will be provided for each site / facility.

EXHIBIT B

PAYMENT AGREEMENT FOR FISCAL YEARS 2014-15 AND 2015-16

COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement not to exceed the maximum amount of Fifty Three Thousand Five Hundred Fifty dollars (\$53,550) for fiscal year 2014-2015, and Three Hundred Eighty Three Thousand, Two Hundred Fifty dollars (\$383,250) for fiscal year 2015-2016.

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 the COUNTY.

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

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

The COUNTY and CONTRACTOR agree to the following rates as of May 11, 2015:

Mental Health Rehabilitation Center/ IMD Services

Level 1	\$350.00 per bed day
1:1 Monitoring	\$30.00 per hour
Disruptive Behavioral Unit	
Level 1	\$700 per bed day
1:1 Monitoring	\$30.00 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	\$30.00 per hour

* Enhanced Services Rate when needed: Add-on rates \$30.00 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, or substantially similar forms, will be utilized by the COUNTY and CONTRACTOR.

EXHIBIT C

**ADMISSION AND PAYMENT AGREEMENT FORMS
FOR FISCAL YEARS 2014-15 AND 2015-16**

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

RESIDENT INITIALS _____
PHARMACY & LABORATORY SERVICES

4

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

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

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

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

CPT #

PENDING

6

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
-------------------	-----------------------------	---------------	-----------	------

Donna McGowan, Facility Director/Administrator

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

√ CONSERVATOR OR AUTHORIZED REPRESENTATIVE, TITLE	√ SIGNATURE	√ DATE
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√ PLACEMENT AGENCY(S), TITLE	√ SIGNATURE	√ DATE
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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

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 policies 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 device. {dentures, contact lenses, hearing aids etc.} [see P&P Artificial & Prosthetic Devise].**

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

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

CPT #

PENDING

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

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

CPT #

PENDING

RESIDENT INITIALS

9

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

TRUST FUND AUTHORIZATION

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

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

INFORMED CONSENT

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

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

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

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

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

CPT #

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

PENDING

**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

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

CPT #

PENDING

**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

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

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

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

CPT #

PENDING

RESIDENT INITIALS _____

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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 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 your behavior. No one can overrule your 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	CPT #
Last, First---###-##-####-MM/DD/YY	PENDING

FILE NAME: 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

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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.
ILLCIT 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

CPT #

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

PENDING

RESIDENT INITIALS

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

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

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

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. _____
RESIDENT SIGNATURE _____ DATE _____
2. _____
CONSERVATOR/AUTHORIZED REPRESENTATIVE SIGNATURE _____ DATE _____
3. _____
CPT STAFF SIGNATURE _____ DATE _____
4. _____
PLACEMENT AGENCY SIGNATURE _____ DATE _____

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

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

CPT #

PENDING

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

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

CPT #

PENDING

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

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

CPT #

PENDING

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

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

CPT #

PENDING

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

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

Acknowledgement of Receipt of Notice of Privacy Practices

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

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

Signature

Date

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

Relationship:

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

Name of person receiving services: _____

☐ **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

RESIDENT INITIALS _____

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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