

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CALIFORNIA PSYCHIATRIC TRANSITIONS

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and CALIFORNIA PSYCHIATRIC TRANSITIONS, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing mental health rehabilitation services for County residents.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C – Protocol for Returning LPS Conserved Client
- Appendix 1 – CPT Admission Agreement Part 1
- Appendix 2 – CPT Admission Agreement Part 2
- Attachment I—§ 504 Compliance
- Attachment E - Fingerprinting

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000). In the event that the County makes any advance payments,

Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018 through June 30, 2019.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights

provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- | | |
|------------------------------------------|-------------|
| (a) Comprehensive General Liability... | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance... | \$1,000,000 |
| (c) Professional Liability..... | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right

to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Talisha Racy
Address: 2000 Alameda de Las Pulgas. San Mateo, CA 94403
Telephone: 650. 573.3615

Facsimile: [insert]
Email: TRacy@smcgov.org

In the case of Contractor, to:

Name/Title: California Psychiatric Transition
Aaron Stocking, Director
Address: PO Box 339, Delhi, CA 95315
Telephone: 209-667-9304
Facsimile: 209-669-3978
Email: billing@cptmhrc.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CALIFORNIA PSYCHIATRIC TRANSITIONS

Contractor's Signature

Date: 5.31.2018

EXHIBIT A – SERVICES
CALIFORNIA PSYCHIATRIC TRANSITIONS
FY 2018 – 2019

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

For the term of this Agreement as herein specified, Contractor shall provide to the Behavioral Health and Recovery Services (BHRS) Division bed space and services for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long term care.

A. Referrals and Admissions

Contractor shall accept referrals and provide evaluation for admission through the term of the agreement.

Contractor shall review referral for appropriateness for placement at California Psychiatric Transitions within 7-10 days of receiving the referral and notify BHRS whether or not referred client is appropriate to move forward to pre-admission interview.

All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and the BHRS Deputy Director of Adult and Older Adult Services or designee, subject to the provisions of Paragraph I.B. of this Exhibit A.

The admission of all persons receiving services under this Agreement must receive the approval of the Chief of the Health System or designee. A signed authorization form shall indicate such approval. The County will adhere to California Psychiatric Transitions admission agreement.

B. Patient Eligibility

All admissions are subject to prior authorization by County. The following individuals shall be considered acceptable for admission:

1. Individuals with a DSM-V diagnosis in need of twenty-four (24) hour skilled nursing services; and
2. Individuals, who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness), which preclude them from being admitted into a lower level care facility.

Frequency of these behaviors is a determining factor to be negotiated on an individual patient basis between County and Contractor. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission. Contractor's admission agreements are included in this Agreement as Appendix 1: Main/DBU/Diversion Program Admission Agreement Part 1; and Appendix 2: Main/DBU/Diversion Program Admission Agreement Part 2 and are incorporated into this agreement by reference herein. In the case where there is a discrepancy between the Appendices and this Agreement, the terms and conditions of this Agreement shall prevail. In cases where Appendix 1 or 2 are not in compliance with state or federal law, the state and federal law shall prevail.

C. MHRC Service Levels

Contractor shall provide the basic services for all clients in compliance with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. Basic services provided by Contractor shall also include reasonable access to medical treatment and up-to-date psychopharmacology, reasonable transportation to needed off-site services, and bilingual/bicultural programming.

Reimbursement is determined by the rehabilitative services provided. Rates for the rehabilitative services are included in Exhibit B of this Agreement.

For the period of July 1, 2018 through June 30, 2019

Service Level		Description
MHRC		
Level 1		
1:1 Monitoring		Focused monitoring charged at an hourly rate in addition to the daily rate, preauthorized by County Program Manager.
DBU		
Level 1		Disruptive Treatment Unit provides intensive services
1:1 Monitoring		Focused monitoring charged at an hourly rate in addition to the daily rate, preauthorized by County Program Manager.
DIVERSION		
Level 1 (IST)		

Level 2	
1:1 Monitoring	Focused monitoring charged at an hourly rate in addition to the daily rate, preauthorized by County Program Manager.

- D. Client Care Planning and Placement
Contractor shall keep County informed of client needs and shall collaborate in any change in placement and/or service provided, including the following:

1. Intra-agency Service Levels

The County and Contractor shall collaborate to review client cases monthly. Service levels will be adjusted by mutual agreement according to the level of care required. BHRS clients shall not be moved to a higher level of service without the approval of the BHRS Deputy Director of Adult and Older Adult Services or designee.

If the County does not agree to the proposed higher level of care placement within the facility, the Contractor may discharge the client within three (3) business days (excluding weekends and holidays) with notification to the BHRS Deputy Director. The transportation protocol for non-acute scheduled transports is outlined in Exhibit C of this agreement.

2. Emergency and Acute Service Levels

When a client needs to be moved to an acute level of care, the Contractor will follow the transportation protocol for returning LPS conserved clients to San Mateo Medical Center from out-of-county facilities that is outlined in Exhibit C of this Agreement.

For an emergency situation, the Contractor will follow the transportation protocol for an emergency situation that is outlined in Exhibit C of this Agreement.

E. Reporting

1. The BHRS Division's Management Information System (MIS) unit will complete state-required Client Data System (CDS) reports. Contractor shall cooperate with County requests for information on patients placed under the terms of this contract.
2. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
3. Contractor will provide to the Chief of the Health System or designee a photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.

4. County shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
5. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address how the Contractor will comply with all elements of this Agreement.

2. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with California Code of Regulations Title 9 Chapter 3.5. In particular:

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f. Medications are disposed of after the expiration date and recorded.

- g. Injectable multi-dose vials are dated and initialed when opened.
- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

3. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

4. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Documentation Manual located online at: <https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>.

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

5. Audits

Notwithstanding any other provision contained herein, County and Contractors agree that Contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and, hence, is exempt from the audit provisions applicable to such entities. The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions.

6. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

7. Compliance with HIPAA, Confidentiality Laws, and PHI Security

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

8. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

9. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can be found online at: <http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

- a. **Credentialing Check – Initial**
During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.
- b. **Credentialing Check – Monthly**
Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

10. **Compliance Plan and Code of Conduct**

Contractor will comply with California Code of Regulations, Title 9, Division 1, Chapter 3.5 compliance mandates. In addition, Contractor will assure that Contractor's workforce is aware of and receives training regarding compliance mandates.

11. **Fingerprint Compliance**

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they

have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at ode@smcgov.org.

1. Out-of-county Contractors must attest to compliance with all of the pertinent cultural competence requirements in their host County contract. Out-of-county Contractors shall submit to HEIM ode@smcgov.org by March 31st, documentation of their compliance.

2. Technical Assistance

Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and HEIM ode@smcgov.org to plan for appropriate technical assistance.

C. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

Goal I: To modify clients' dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable them to live in a less restrictive, more independent setting.

Objective I: 100% of all successfully complete discharged clients will remain at the current or lower level of care.

Goal II: To minimize inappropriate or unnecessary state and psychiatric acute hospitalization to the extent clinically appropriate.

Objective 1: No more than ten percent (10%) of all admissions will be discharged to an acute psychiatric level of care.

Objective 2: At least sixty-six percent (66%) of clients will show a decrease in the number of acute hospital days compared to the year prior to their admission.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
CALIFORNIA PSYCHIATRIC TRANSITIONS
FY 2018 – 2019

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000).

B. For the period of July 1, 2018 through June 30, 2019, Contractor shall be paid on a negotiated rebate basis at the following rates:

Service Level	Rate
MHRC	
Level 1	\$400/day
1:1 Monitoring	\$40/hour
DBU	
Level 1	\$850/day
1:1 Monitoring	\$40/hour
Diversion	
Level 1 (IST)	\$575/day
Level 2	\$475/day
1:1 Monitoring	\$40/hour

Services days begin the first day client is physically placed into a level of care and/or begins 1:1 monitoring. Service days end when the client is discharged from that level of care, and/or from 1:1 monitoring or from the facility. When a client moves from one level of care to another within the facility during the same month, the invoice shall reflect the day the client moved from one level to another with the corresponding rate for each level of care provided during that month.

1. County shall be responsible for collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County.
 2. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.
 3. Payment by County to Contractor shall be monthly. Contractor shall bill BHRS Division on or before the tenth (10th) working day of each month. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate. Non-billable clients referenced in Paragraph I.B.2. of this Schedule B must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated. County reserves the right to change the claims instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
 4. County shall be responsible for property damage caused by clients up to \$2,500, after the client's first \$500 exposure. Any damage in excess of \$3,000 shall be covered by CPT insurance.
- D. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- E. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- F. In the event this Agreement is terminated prior to June 30, 2019, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- G. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- H. Monthly Invoice and Payment
1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month.

The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format

2. Payment by County to Contractor shall be within thirty days of receipt of the claim. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
Contract Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

- I. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- J. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- K. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

L. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.

- c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A.3 of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B ***

EXHIBIT C

PROTOCOL FOR RETURNING LPS CONSERVED CLIENT TO SMMC FROM OUT-OF-COUNTY PLACEMENT

This protocol pertains to San Mateo County Lanterman Petris Short (LPS) conserved clients placed in an out of-county (OOC) facilities that need psychiatric hospitalization. San Mateo Medical Center (SMMC), Behavioral Health and Recovery Services (BHRS) and LPS will make every effort to ensure that clients are transported back to SMMC in a timely and efficient manner. Please follow the below steps to arrange transport to SMMC:

Emergency

- Call 9-1-1 and have the client transported to the nearest emergency department. Please direct that hospital's emergency department to contact SMMC Psychiatric Emergency Services (PES) at (650) 578-7174 so transport may be arranged between the two Emergency Departments.

Non-Emergency (Patient will be picked up within 3 hours)

Within business hours

- If an acute client incident occurs Monday – Friday during business hours (8 am – 5 pm), contact SMMC PES at (650) 578-7174. Advise that you have a “*San Mateo County LPS conserved client who needs to return to SMMC.*”
- PES will contact our contracted ambulance company, American Medical Response (AMR), immediately. If available, an AMR Basic Life Support (BLS) rig will be dispatched to your facility.
- If a BLS rig is not available during business hours, please contact your local ambulance company to take the client to the nearest hospital for medical clearance. Please direct that hospital's Emergency Department to contact SMMC PES at (650) 578-7174 so transport may be arranged between the two emergency departments.

Non-Business Hours

- If an acute incident occurs during non-business hours, please contact SMMC PES. They may attempt AMR, but in a likely event that a BLS rig is not available, you will be directed to contact your local EMS for a transport.
- If the local ambulance company needs to transport the client to the nearest hospital for medical clearance, please direct that hospital's Emergency Department to contact SMMC PES at (650) 578-7174 so transport may be arranged between the two emergency departments.

Scheduled Transports

- If a non-acute transport to the hospital needs to be arranged, contact SMMC PES 24-hr in advance and they will arrange for AMR pick up the following day.

Important County Contacts, if further assistance is required:

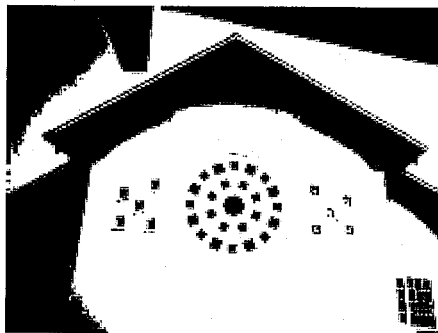
Eva Torres, Interim Nurse Manager SMMC PES, 650-578-7174

San Mateo Co. LPS Officer of the Day, 650-573-3900

Betty Gallardo, BHRS CCT Supervisor, 650-573-3612

CPT MENTAL HEALTH REHABILITATION CENTER

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



MAIN / DBU / DIVERSION PROGRAM ADMISSION AGREEMENT

Part I

Regional Center / County Mental Health Agency

Date: MM/DD/YYYY

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

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH	CPT #
Last, First-----000-00-0000-----MM-DD-YYYY	PENDING

PAYMENT AGREEMENT

DAILY RATE

_____ shall be reimbursed as follows.

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

FUNDING SOURCE (PRIMARY)

FUNDING SOURCE (SECONDARY) if applicable

Shall reimburse CPT at a rate of \$475.00 (FOUR HUNDRED SEVENTY FIVE DOLLARS) per day.

RATE DECREASE

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

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

✓	✓	✓
PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)	SIGNATURE	DATE

✓ _____ ✓ _____ ✓ _____
 SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) SIGNATURE DATE
 If applicable

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

CPT #
PENDING

PAYMENT AGREEMENT

ONE ON ONE

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

With respect to payment responsibilities,

One on One supervision cost of;

Last, First----000-00-0000-----MM-DD-YYYY shall be reimbursed as follows.

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

FUNDING SOURCE (PRIMARY)

FUNDING SOURCE (SECONDARY) if applicable

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

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

PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)

SIGNATURE

DATE

SECONDARY AUTHORIZED PERSON, TITLE (PRINTED)
if applicable

SIGNATURE

DATE

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

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

CPT #

PENDING

PAYMENT AGREEMENT

PHARMACY & LABORATORY SERVICES

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

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

COUNTY MENTAL HEALTH 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:

- **MID-VALLEY PHARMACY** #PV0912
602 SCENIC DRIVE, MODESTO, CA 95350 PH (209) 552-7600 FAX (209) 552-7638
- **CENTRAL VALLEY DIAGNOSTIC LAB** #HC0163
31 Alexander Ave. Merced, CA 95348 PH (209)726-3846
- **BIO-REFERENCE LABORATORIES** #HS0709
487 Edward H. Ross Dr. Elmwood Park NJ 07407 PH (800)229-5227

BILLING INFORMATION (Please Print)

PLACEMENT AGENCY (Responsible Funding Source)

MAILING ADDRESS (#/Street/Sta. 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

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

CPT #

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

PENDING

PAYMENT AGREEMENT

RESPONSIBILITY FOR DAMAGES

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

The resident and/or representative will be billed for any damages to the facility and/or property, caused by the resident, which are not due to normal "wear and tear". Nonpayment of billed damages will be reason for discharge from this facility. (Not to exceed \$3,000 dollars)

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.

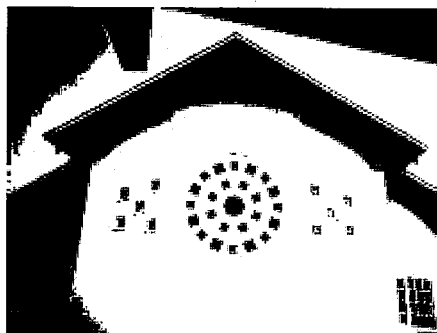
✓ _____ PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)	✓ _____ SIGNATURE	✓ _____ DATE
✓ _____ SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) if applicable	✓ _____ SIGNATURE	✓ _____ DATE

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

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

CPT #

PENDING

CPT MENTAL HEALTH REHABILITATION CENTERP.O. BOX 339, DELHI, CA 95315
PH (209) 667-9304 FAX (209) 669-3978**MAIN / DBU / DIVERSION PROGRAM
ADMISSION
AGREEMENT**

Part II

Regional Center / County Mental Health Agency**Date: MM/DD/YYYY**

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

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH	CPT #
Last, First-----000-00-0000-----MM-DD-YYYY	PENDING

MAIN / DBU / DIVERSION PROGRAM ADMISSION AGREEMENT

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

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

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

✓

SIGNATURE

✓

DATE

Aaron Stocking Director, CPT

✓

SIGNATURE

✓

DATE

CALIFORNIA PSYCHIATRIC TRANSITIONS

✓

✓

✓

CONSERVATOR OR AUTHORIZED REPRESENTATIVE, TITLE

SIGNATURE

DATE

✓

✓

✓

PLACEMENT AGENCY(S), TITLE

SIGNATURE

DATE

Basic Services—General

(a) CPT shall provide, at a minimum, the following basic services; physician, nursing, pharmaceutical, and dietary services. (In accordance to Title 9, chapter 3.5 and submitted Plan of Operations for the Forensic Diversion Program).

(b) If a service cannot be brought into CPT with regard to the health and welfare of the resident, CPT shall make necessary arrangements for transportation to and from a service location. (Examples; Non-emergency Medical Appointment, Labs or similar services with direct benefit to the resident).

(1) Due to legal status/hold it may be necessary for CPT to employ additional services in order to maintain the safety and security of the resident in question, this cost may be in addition to the daily contractual rate.

(2) In the event emergency services are necessary (911), CPT shall employ additional resources to insure the safety and wellbeing of the resident and staff while in the care of other healthcare providers. This cost may be in addition to the daily contractual rate.

(c) CPT shall ensure that all orders, written by a person lawfully authorized to prescribe, shall be carried out unless contraindicated.

(d) Each resident shall be encouraged and assisted to achieve and maintain the highest level of self-care and independence. Every effort shall be made to keep residents active, and out of bed for reasonable periods of time, except when contraindicated by physician's orders.

(e) Each resident shall be provided with good nutrition and with necessary fluids for hydration.

(f) The weight and height of each resident shall be taken and recorded in the resident record upon admission, and the weight shall be taken and recorded once a month thereafter.

(g) Each resident shall be provided visual privacy during treatment and personal care.

(h) Each resident shall be screened for tuberculosis upon admission, unless a tuberculosis screening has been completed within 90 days prior to the date of admission to CPT.

(i) Prior to admission the following labs/tests are required; CBC with differential, VDRL, Lipid Panel with fasting (8) hours, CMP and TSH [all within 6 months and any test deemed necessary based on the safety and welfare of CPT staff and residents].

(j) This facility honors "full code" consisting of first aid, CPR, and 911 notification for every resident.

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

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

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

CPT #

PENDING

FILE NAME: ADMISSION MHRC NEW

DISCHARGE

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

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

- In acute situations (as determined by the MHRC) the county shall make reasonable and timely arrangements for the transfer of the resident to an appropriate level of care.
- The discharge/transfer is necessary for the welfare of the resident and his/her needs cannot be met at this facility
- Based upon a reassessment of the Resident's needs, conducted pursuant to applicable regulations, *California Psychiatric Transitions* shall determine that the facility is not appropriate for the Resident
- The discharge/transfer is appropriate because the resident's health has improved sufficiently so that they no longer need the services of this facility
- The safety of individuals in the facility is endangered by Resident's presence
- The health of individuals in the facility is endangered by Resident's presence
- Payment for services have not been received within (10) days of due date
- The facility is ceasing to operate or its use is being changed
- Reassignment of case managers or placement agencies without prior written approval from this facility
- Failure of the Resident to comply with state or local laws
- Failure of the Resident to comply with written general 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-----000-00-0000-----MM-DD-YYYY

CPT #

PENDING

RESIDENT INITIALS: _____

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 treatment team.
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	All visits are to be scheduled. Visiting hours are between the hours of 11:30 AM and 2:00 PM daily. All visitors must sign in our guest book.
9	Between the hours of dusk to dawn, for protection and safety, all residents must be inside or within a 30 foot perimeter of the residential buildings unless accompanied by staff or if previous arrangements have been made with facility director. All residents on Standing Passes (unsupervised outings into the community) are to sign out prior to leaving on standing passes and sign in upon returning. Destination and duration of the standing pass outings must be clearly stated on the sign out sheet. Residents on standing passes must have met their daily group and ADL requirements prior to being allowed to go on standing passes. Standing passes (unsupervised outings into the community) must be approved by the facility director (or designee).

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH	CPT #
Last, First-----000-00-0000-----MM-DD-YYYY	PENDING
FILE NAME: ADMISSION MHRC NEW	

RESIDENT INITIALS: _____

10	All residents are expected to willingly, with minimal prompts, participate in their rehabilitation by active contribution to the development of their treatment plans and in scheduled program activities.								
11	Telephone calls should be limited to reasonable hours and duration. A pay telephone is available to residents.								
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 treatment team.								
14	Residents and staff may not trade, give or sell any items to other residents or staff without prior administrative approval. No perishable food items may be stored in any of the bedrooms. Facility refrigerators may not be used to store resident's personal food or drink items.								
15	All residents funds are to be kept in the resident trust account. Funds can be signed out to residents as appropriate needs arise.								
16	The resident (or representative) shall be billed for any damages to the facility or property, caused by the resident, that is not due to normal "wear and tear". Non payment of billed damages shall be reason for discharge from this facility.								
17	The facility attempts to provide a secure environment by reducing potential stressors such as violent television/video programs, poster, pictures or magazines that promote violence, pornography, military or survivalist items, clothing that promotes the use of illicit drugs or alcohol, etc.								
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">RESIDENT SIGNATURE & DATE</td> <td style="width: 50%; text-align: center;">CPT STAFF SIGNATURE & DATE.</td> </tr> <tr> <td style="height: 40px;"></td> <td style="height: 40px;"></td> </tr> <tr> <td style="text-align: center;">PLACEMENT AGENCY SIGNATURE & DATE</td> <td style="text-align: center;">CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE</td> </tr> <tr> <td style="height: 40px;"></td> <td style="height: 40px;"></td> </tr> </table>		RESIDENT SIGNATURE & DATE	CPT STAFF SIGNATURE & DATE.			PLACEMENT AGENCY SIGNATURE & DATE	CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE		
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	OPT #
Last, First-----000-00-0000-----MM-DD-YYYY	PENDING
FILE NAME: ADMISSION MHRC NEW	

ACKNOWLEDGEMENT OF AUTHORIZED COMMUNICATION(S)

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

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

FROM: County/Regional Center
RESPONSIBLE PLACING AGENCY

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

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

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

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

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

✓ _____ ✓ _____ ✓ _____
CONSERVATOR OR AUTHORIZED REPRESENTATIVE, TITLE (PRINTED) SIGNATURE DATE

✓ _____ ✓ _____ ✓ _____
CASE MANAGEMENT, TITLE (PRINTED) SIGNATURE DATE

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH Last, First---000-00-0000-----MM-DD-YYYY	CPT # 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

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

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

CPT #

PENDING

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-----000-00-0000-----MM-DD-YYYY

CPT #

PENDING

RESIDENT INITIALS: _____

CONSENT/AUTHORIZATION FOR MEDICAL TREATMENT

With Respect To: **Last, First----000-00-0000-----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.

Prior to final admission the following Medical/Labs and Testing assessment will be required;

Tuberculosis Screening	CBC with differential
VDRL	Lipid Panel with fasting (8) hours
CMP	TSH

[All within 6 months and any test deemed necessary based on the safety and welfare of CPT staff and residents].

Financial responsibility and agreement information and/or Letter of Guarantee of payment or Purchase of Services (POS) shall also be required.

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----000-00-0000-----MM-DD-YYYY

CPT #

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

CPT #

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

PENDING

FILE NAME: ADMISSION MHRC NEW

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

DATE: _____

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

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

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

THANK YOU

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

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

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

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

THE FOLLOWING INFORMATION IS COPIED WORD FOR WORD FROM THE HANDBOOK OF RIGHTS FOR INDIVIDUALS IN MENTAL HEALTH FACILITIES FROM CALIFORNIA OFFICE OF PATIENTS'S RIGHTS APRIL 2004 REVISION.

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

CPT #
PENDING

FILE NAME: ADMISSION MHRC NEW

RIGHTS FOR INDIVIDUALS IN MENTAL HEALTH FACILITIES HANDBOOK

Admitted Under the Lanterman-Petris-Short Act

HOW TO REACH YOUR PATIENTS' RIGHTS ADVOCATE

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

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

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

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

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

INTRODUCTION

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

State Hospital

Acute Psychiatric Hospital

Psychiatric Unit of General Acute Care Hospital

Skilled Nursing Facility/IMD

Licensed Group Home

Adult Residential Facility

Licensed Family Home

Adult Day Care Facility

Psychiatric Health Facility

Mental Health Rehabilitation Center

Community Treatment Facility

23-Hour Treatment Facility

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

ACCESS TO THE PATIENTS' RIGHTS ADVOCATE

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

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

WHAT IF YOU HAVE A COMPLAINT

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

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

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

RIGHTS WHILE YOU ARE INVOLUNTARILY DETAINED

The following text provides information about being involuntarily detained.

72-Hour Hold of "5150"

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

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

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

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

CPT #

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

PENDING

14-Day Certification for Intensive Treatment or "5250"

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

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

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

*Helpful Hint

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

Re-certification for Intensive Treatment of "5260"

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

Additional 30-Day Hold or "5270.1"

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

Post Certification for Dangerousness or "5300 et. al."

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

Temporary Conservatorship

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

CONFIDENTIALITY

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

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

MEDICAL TREATMENT

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

*Helpful Hints

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

RIGHT TO REFUSE TREATMENT

Voluntary Patients

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

Involuntary Patients

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

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

CPT #

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

PENDING

FILE NAME: ADMISSION MHRC NEW

Conservatees

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

All Patients

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

MEDICATIONS AND THE INFORMED CONSENT PROCESS**Voluntary Patients**

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

Involuntary Patients

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

***Helpful Hint**

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

The Informed Consent Process

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

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

***Helpful Hint**

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

CAPACITY HEARING FOR MEDICATIONS

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

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

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

***Helpful Hint**

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

RIGHTS THAT CANNOT BE DENIED

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

The Right to Humane Care

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

***Helpful Hints**

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

The Right to Be Free from Abuse or Neglect

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

***Helpful Hint**

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

CPT #

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

PENDING

**CALIFORNIA
PSYCHIATRIC
TRANSITIONS**

RESIDENT INITIALS: _____

16

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

The Right to Social Activities and Recreation

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

The Right to Education

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

The Right to Religious Freedom and Practice

You have the right to religious freedom and practice.

***Helpful Hint**

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

The Right to Be Free from Discrimination

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

***Helpful Hint**

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

RIGHTS THAT MAY BE DENIED WITH GOOD CAUSE

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

Clothing

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

Money

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

Visitors

You have the right to see visitors each day.

***Helpful Hint**

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

Storage Space

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

Personal Possessions

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

Telephone

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

***Helpful Hint**

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

Mail

You have the right to receive mail and unopened correspondence.

Writing Materials

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

GOOD CAUSE

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

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

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

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

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

CPT #

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

PENDING

CALIFORNIA
PSYCHIATRIC
TRANSITIONS

RESIDENT INITIALS: _____

17

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

*Helpful Hint

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

DEFINITIONS

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

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

Capacity. A determination of whether a person is:

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

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

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

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

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

Imminent. About to happen or ready to take place.

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

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

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

Merced County Patients' Rights Advocate Address and Telephone Number

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

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

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

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH	CPT #
Last, First-----000-00-0000-----MM-DD-YYYY	PENDING

CPT CONTRABAND LIST

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

Restricted Items:

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

Accessible Items that will be secured:

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

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

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH	CPT #
Last, First----000-00-0000-----MM-DD-YYYY	PENDING
FILE NAME: ADMISSION MHRC NEW	

DISTRIBUTION OF AGREEMENT

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

SECTION 1 & 2

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

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

1.

RESIDENT SIGNATURE

DATE

2.

CPT STAFF SIGNATURE

DATE

SECTION 3 & 4

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

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

3.

CPT STAFF SIGNATURE AND TITLE

DATE

4.

WITNESS

DATE

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

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

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 and opportunity to object to such uses or disclosures. In the event of your incapacity or emergency circumstances, we will disclose health information based on a determination using our professional judgment disclosing only health information that is directly relevant to the person's involvement in your healthcare. We will also use our professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to pick up filled prescriptions, medical supplies, x-rays, or other similar forms of health information.

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH	CPT #
Last, First-----000-00-0000-----MM-DD-YYYY	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.

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

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

CPT #

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

PENDING

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

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

Acknowledgement of Receipt of Notice of Privacy Practices

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

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

SIGNATURE

DATE

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

Relationship:

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

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

☐ **REFUSED TO SIGN** Date: _____

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH	CPT #
Last, First----000-00-0000-----MM-DD-YYYY	PENDING

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

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

FROM: County/Regional Center
RESPONSIBLE PLACING AGENCY

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

1. Placement Agency Representations and Warranty: The Placement Agency hereby represents and warrants to CPT the following:
 - 1.1 Placement Agency has shared with CPT all available information about Resident, including relevant social, medical and educational history, behavior problems, court involvement and other specific characteristics of Resident before placement with CPT and shall promptly share additional information to CPT when obtained.
 - 1.2 Placement Agency has conducted a background check of Resident and has provided written notice to CPT if the Resident has been convicted of a crime other than a minor traffic violation. Placement Agency has provided written notice to CPT if examination of arrest records has determined that there is a possible danger to CPT employees and personnel, CPT patients and/or any third parties located on or surrounding CPT's location.
 - 1.3 Placement Agency represents and warrants that Resident:
 - 1.3.1. Has not been registered as a sex offender, as defined by California Penal Code Section 290 et seq;
 - 1.3.2. Has not been convicted for violating California rape laws as defined under California Penal Code 261 et seq.,
 - 1.3.3. Has not been convicted for sexual battery under California Penal Code 243.3;
 - 1.3.4. Has not been convicted for engaging in lewd acts with or involving minors, as defined under California Penal Code 288, California Penal Code 311 and Penal Code 314.
2. Indemnification. Placement Agency shall defend, indemnify and hold CPT, its officers, agents and employees harmless against and from any all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to employees, patients/residents, and the public, or damage to property,

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH	CPT #
Last, First----000-00-0000-----MM-DD-YYYY	PENDING

TRANSITIONS

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-----000-00-0000-----MM-DD-YYYY	PENDING

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

- ☒ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- ☐ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

California Psychiatric Transitions
Name of Contractor


Signature of Authorized Official

Aaron Stocking
Name (please print)

DIRECTOR
Title (please print)

5.31.2018
Date

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: California Psychiatric Transitions

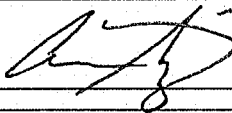
Name of Contractor(s): California Psychiatric Transitions

Street Address or P.O. Box: PO Box 339

City, State, Zip Code: Delhi, California 95315

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

DIRECTOR

Date:

5.31.2018

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."