

AGREEMENT FOR SERVICES #163-MHD0809
Barton Healthcare System Agreement for Psychiatric Emergency Services

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY) and Barton Healthcare System, a California Corporation whose principal place of business is 2170 South Avenue, South Lake Tahoe, CA 96150 (hereinafter referred to as HOSPITAL);

R E C I T A L S

WHEREAS, in accordance with the current mental health regulations, COUNTY, through its Health Services Department, Mental Health Division (hereinafter referred to as MHD), has been charged with the responsibility of providing mental health services for persons with serious mental illness or serious emotional disturbance in the County of El Dorado; and

WHEREAS, HOSPITAL has the facilities and the ability to be certified and staffed to provide inpatient hospital care and treatment; and

WHEREAS, COUNTY and HOSPITAL intend to collaborate to provide assessment and treatment of persons with serious mental illness or serious emotional disturbance who come to HOSPITAL; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State and local laws;

NOW, THEREFORE, COUNTY and HOSPITAL mutually agree as follows:

Article I. DEFINITIONS

| | |
|---|--|
| Assessment | For purposes of this Agreement, "assessment" shall be used in conformity with California Welfare & Institutions Code § 5150.4, "Assessment for the purposes of this article, means the determination of whether a person shall be evaluated and treated pursuant to Section 5150." |
| Involuntary Hold | A patient is placed in a locked psychiatric facility for evaluation and treatment for period not to exceed seventy-two (72) hours pursuant to Welfare & Institutions Code 5150 et seq. |
| Medically Cleared | To be designated as "medically cleared" the HOSPITAL staff shall have evaluated the patient and determined that the patient has no medical condition requiring treatment in a general acute care hospital and can be safely transferred and treated in a psychiatric facility without general acute care capabilities. |
| MHD | County of El Dorado, Health Services Department, Mental Health Division |
| MHD Psychiatrist | The COUNTY Mental Health Division psychiatrist who is on call to provide telephone consultation services under this Agreement. |
| MHD Psychiatrist Schedule | Medical Back Up Schedule - the on-call schedule for MHD Psychiatrists. |
| MHD staff | For purposes of this Agreement, MHD staff shall be appropriately qualified and trained personnel, including both COUNTY employees and COUNTY contracted personnel, who perform services under this Agreement. |
| Observer/trainee | COUNTY MHD staff that are in training and not yet eligible to provide services without direct supervision. |
| Psychiatric Emergency Services (PES) | Mental health crisis response and evaluation services, available twenty-four (24) hours a day, seven (7) days a week, per California Welfare & Institutions Code Section 5150 et seq. |
| Psychiatric Emergency Services Telephone Line | A 24 hour answering service maintained by COUNTY; (530) 544-2219 or such other number as COUNTY directs. |
| Readiness for PES Evaluation | For purposes of this Agreement, readiness for PES evaluation means that a patient who may be under the influence of alcohol is conscious and shall have received blood alcohol testing with a demonstrated test result of 0.1 or less prior to the HOSPITAL requesting a PES evaluation from MHD staff. |
| W&I Code | California Welfare and Institutions Code |

Article II. SCOPE OF SERVICES

Section 2.01 Pursuant to California Welfare & Institutions Code § 5150, "when any person, as a result of mental disorder, is a danger to others, or to himself or herself, or gravely disabled, a peace officer, member of the attending staff, as defined by regulation, of an evaluation facility designated

by the county, designated members of a mobile crisis team provided by Section 5651.7, or other professional person designated by the county may, upon probable cause, take, or cause to be taken, the person into custody and place him or her in a facility designated by the county and approved by the State Department of Mental Health as a facility for 72-hour treatment and evaluation.” et seq. COUNTY has agreed to provide assessment of specific individuals upon request from HOSPITAL.

HOSPITAL agrees to contact MHD when the individual meets the criteria for MHD staff Assessment, pursuant to Section 2.02(A)(i).

Section 2.02 HOSPITAL Responsibilities:

(A) Requesting MHD staff Assessment.

(i) Criteria

- a. HOSPITAL shall request MHD staff Assessment once the following criteria have been met:
 - i. Physician and/or nurse determines that the patient needs to be evaluated for criteria of W&I § 5150, or law enforcement has already detained the patient pursuant to W&I Code § 5150;
 - ii. Physician/nurse designates patient as medically cleared;
 - iii. Physician/nurse ensures that patient meets the defined criteria for readiness for PES evaluation.

(ii) HOSPITAL shall request MHD staff to report in person to assess a patient at the HOSPITAL facility by calling the Psychiatric Emergency Services telephone line.

(B) If there is a difference of opinion between the MHD staff and the attending HOSPITAL physician regarding an involuntary hold, HOSPITAL shall request MHD staff to arrange for direct contact between the MHD Psychiatrist on duty and the HOSPITAL physician to review the Assessment. HOSPITAL shall be provided a current copy of the MBU Schedule upon request. If there is difficulty reaching the MHD Psychiatrist, HOSPITAL and/or MHD staff shall contact MHD’s Psychiatric Health Facility (PHF) staff who shall assist in reaching the MHD Psychiatrist on duty.

(C) Upon written request from MHD, HOSPITAL shall provide written input to MHD for purposes of evaluating the competency and performance of any MHD staff member who provides psychiatric emergency services at HOSPITAL.

(D) HOSPITAL shall provide a locked and secure location to store a MHD laptop and printer onsite at HOSPITAL emergency room, with Internet access at that same location for use by MHD staff.

(E) HOSPITAL shall provide MHD staff with copies of the HOSPITAL patient face sheet, any drug test, or any other medical clearance documentation. Such documentation may be

included in the MHD client record and may be provided by MHD to any psychiatric facility/hospital, to which patient may be referred/transferred.

- (F) At all times that patient is on HOSPITAL premises, HOSPITAL shall be responsible for the physical safety of the patient. The determination as to whether physical restraint is necessary and the nature and type of such restraint shall be in the sole discretion of HOSPITAL. MHD staff has no responsibility for ensuring the patient's physical safety nor are they responsible for requesting, implementing or assisting in the application of physical restraints.

Section 2.03 COUNTY Responsibilities:

(A) Services

- (i) Upon notification from the Psychiatric Emergency Services (PES) answering service that a request for Assessment has been received, the MHD staff member on call shall respond on-site at HOSPITAL within forty-five (45) minutes of notification that the HOSPITAL patient has been both medically cleared and meets the criteria for readiness for PES evaluation.
- (ii) MHD shall provide psychiatric emergency services including but not limited to Assessment of patients pursuant to W&I Code § 5150, incorporated by reference as if fully set forth herein.
- 1) Patients determined not to require a W&I Code § 5150 hold:
 - a) MHD staff shall advise HOSPITAL of the determination to not require a 5150 hold and shall document the disposition of the patient in the patient medical record kept by the HOSPITAL.
 - b) MHD staff shall offer a next business day follow-up appointment for patients evaluated and not placed on an Involuntary Hold, as deemed appropriate by MHD.
 - 2) For patients placed on a W&I Code § 5150 hold:
 - a) MHD staff shall prepare a written evaluation utilizing Exhibit A – “Application for 72 Hour Detention for Evaluation and Treatment,” attached hereto and incorporated by reference herein.
 - b) Pursuant to Section 2.02 (E) MHD staff shall ensure they receive copies of the HOSPITAL patient face sheet, any drug test, or any other medical clearance documentation. Such documentation may be included in the MHD client record, and may be provided to any psychiatric facility/hospital to which patient may be referred/transferred.
- (B) Qualifications - All MHD staff engaged in the performance of psychiatric emergency services at HOSPITAL shall be appropriately qualified and trained to provide psychiatric emergency services pursuant to Exhibit B - Mental Health Staff Qualifications and Functions, attached hereto and incorporated by reference herein.

- (C) Observer/trainee
 - (i) MHD may be allowed to have an observer or trainee present during evaluation for training purposes, subject to approval by the patient and the patient's physician.
 - (ii) Said observer/trainee is the responsibility of MHD, and shall remain under supervision by MHD staff on-site at the time of the evaluation.
- (D) Access to MHD Psychiatrist/ MBU Schedules shall be made available pursuant to Section 2.02(B).

Section 2.04 HOSPITAL and MHD responsibilities:

- (A) The parties acknowledge that all patients for whom psychiatric emergency services are provided by MHD under this Agreement shall be HOSPITAL patients, and MHD provides Assessment pursuant to Section 2.01.
- (B) MHD shall maintain confidential client documentation as appropriate for the psychiatric emergency services program.
- (C) Except as noted in Section 2.03(A)(ii)1)a) and Section 2.03(A)(ii)2)b), hospital patient medical records and related documents maintained by HOSPITAL ("Patient Confidential Information") shall be the sole property of HOSPITAL.
 - (i) In the event that HOSPITAL records are required in connection with a judicial or administrative proceeding, MHD may request a copy of such Patient Confidential Information during the term of the Agreement, or for seven (7) years after the mental health service was rendered, whichever is longer, subject to applicable Federal and State regulations concerning the protection of such Patient Confidential Information. HOSPITAL shall use its best efforts to provide MHD with copies of such information.
 - (ii) Hospital will provide lab results and any other clinical information as requested by the admitting physician at a psychiatric facility considering the transfer and admission of a patient, or after transfer and admission to the treating physician as necessary for care of the patient.
- (D) MHD and HOSPITAL each agree that the benefits afforded each party hereunder are not payment for, and are not in any way contingent upon, the referral, admission or any other arrangement, for the provision of any item or service offered by MHD, HOSPITAL, or any affiliate of the Parties.

Article III. TERM

This Agreement shall become effective upon final signature by the parties hereto and shall remain in effect until terminated by either party pursuant to the provisions under Article IX.

Article IV. COMPENSATION FOR SERVICES

There will be no remuneration provided by either party for the services described herein.

Article V. HIPAA Compliance:

All data, together with any knowledge otherwise acquired by COUNTY during the performance of services provided pursuant to this Agreement, shall be treated by COUNTY and COUNTY's staff as confidential information. COUNTY shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the COUNTY receives any individually identifiable health information ("Protected Health Information" or "PHI"), the COUNTY shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

All data, together with any knowledge otherwise acquired by HOSPITAL during the performance of services provided pursuant to this Agreement, shall be treated by HOSPITAL and HOSPITAL's staff as confidential information. HOSPITAL shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the HOSPITAL receives any individually identifiable health information ("Protected Health Information" or "PHI"), the HOSPITAL shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

Article VI. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article VII. ASSIGNMENT AND DELEGATION

COUNTY is engaged by HOSPITAL for its unique qualifications and skills as well as those of its personnel or any COUNTY-selected PES subcontractor. COUNTY shall advise HOSPITAL of any subcontract it may enter into for psychiatric emergency services.

Article VIII. INDEPENDENT PARTIES/LIABILITY

Both parties are, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which they perform services required by terms of this Agreement. Both parties exclusively assume responsibility for acts of their employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Both parties shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for their own negligence and negligent acts of their employees. Neither party shall have right of control over the manner in which work is to be done by the other party and shall, therefore, not be charged with responsibility of preventing risk to the other party or its employees.

Article IX. DEFAULT, TERMINATION, AND CANCELLATION

Section 9.01 Default

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

Section 9.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of HOSPITAL.

Section 9.03 Ceasing Performance

COUNTY may terminate this Agreement in the event HOSPITAL ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 9.04 Termination or Cancellation without Cause

Either party may terminate this Agreement in whole or in part upon seven (7) calendar days written notice without cause. Upon Notice of Termination, parties shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Article X. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

or to such other location as the COUNTY directs.

Notices to HOSPITAL shall be addressed as follows:

BARTON HEALTHCARE SYSTEM
2170 SOUTH AVENUE
SOUTH LAKE TAHOE, CA 96150
ATTN: JOHN G. WILLIAMS, CEO

or to such other location as the HOSPITAL directs.

Article XI. INDEMNITY

COUNTY shall indemnify, defend and hold harmless HOSPITAL, its employees, officers, trustees, and agents and each of the heirs, successors and assigns of the foregoing from and against any and all claims, charges, expenses, damages, losses, judgments, and costs, including reasonable attorneys fees and disbursements, arising from, or claimed to arise from negligent performance of COUNTY, its agents, servants and employer of any obligations under this Agreement. The foregoing right to indemnity shall be in addition to any other rights that exists under common law or otherwise and shall remain in full force and effort following the completion or termination of this Agreement.

HOSPITAL shall indemnify, defend and hold harmless COUNTY, its employees, officers, trustees, and agents and each of the heirs, successors and assigns of the foregoing from and against any and all claims, charges, expenses, damages, losses, judgments, and costs, including reasonable attorneys fees and disbursements, arising from, or claimed to arise from negligent performance of HOSPITAL, its agents, servants and employer of any obligations under this Agreement. The foregoing right to indemnity shall be in addition to any other rights that exists under common law or otherwise and shall remain in full force and effort following the completion or termination of this Agreement.

Article XII. INSURANCE

Section 12.01 COUNTY shall, upon request by HOSPITAL, provide letter of self-insurance to HOSPITAL.

Section 12.02 HOSPITAL shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that HOSPITAL maintains insurance that meets the following requirements:

- (A) Full Worker's Compensation and Employers' Liability Insurance covering all employees of HOSPITAL as required by law in the State of California; and
- (B) Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
- (C) Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the HOSPITAL in the performance of the Agreement.

Section 12.03 In the event HOSPITAL is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.

Section 12.04 HOSPITAL shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

Section 12.05 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 12.06 HOSPITAL agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, HOSPITAL agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and HOSPITAL agrees that no work or services shall be performed prior to the giving of such approval. In the event the HOSPITAL fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 12.07 The certificate of insurance must include the following provisions stating that:

- (A) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- (B) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

Section 12.08 The HOSPITAL's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-

insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the HOSPITAL's insurance and shall not contribute with it.

Section 12.09 Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the HOSPITAL shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 12.10 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

Section 12.11 The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

Section 12.12 HOSPITAL's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 12.13 In the event HOSPITAL cannot provide an occurrence policy, HOSPITAL shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

Section 12.14 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

Article XIII. INTEREST OF PUBLIC OFFICIAL

No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by HOSPITAL under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XIV. INTEREST OF HOSPITAL

HOSPITAL covenants that HOSPITAL presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. HOSPITAL further covenants that in the performance of this Agreement no person having any such interest shall be employed by HOSPITAL.

Article XV. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. HOSPITAL attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of HOSPITAL relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XVI. COUNTY BUSINESS LICENSE

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

Article XVII. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Barry Wasserman, Manager of Mental Health Programs, or successor.

Article XVIII. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Article XIX. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article XX. VENUE

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Norma Santiago, Chair
Board of Supervisors
"COUNTY"

Dated: _____

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy

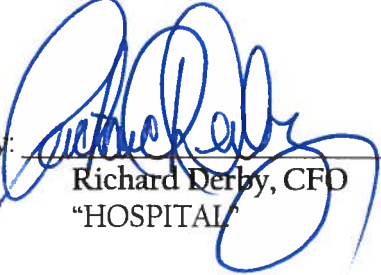
Dated: _____

--HOSPITAL--

BARTON HEALTHCARE SYSTEM

By: 
John G. Williams, CEO
"HOSPITAL"

Dated: 6/8/11

By: 
Richard Derby, CFO
"HOSPITAL"

Dated: 6/14/11

EXHIBIT A

State of California - Health and Human Services Agency

Department of Mental Health

APPLICATION FOR 72 HOUR DETENTION FOR EVALUATION AND TREATMENT
MH 302 (Rev. 08/04) Front

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

Welfare and Institutions Code (WIC), Section 5157, requires that each person when first detained for psychiatric evaluation be given certain specific information orally, and a record be kept of the advisement by the evaluating facility.

Advisement Complete **Advisement Incomplete**

Good Cause for Incomplete Advisement

Advisement Completed By

DETAINMENT ADVISEMENT

My name is _____

I am a (Peace Officer, etc.) with (Name of Agency).
You are not under criminal arrest, but I am taking you for examination by mental health professionals at (Name of Facility).

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

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

You may bring a few personal items with you which I will have to approve. You can make a phone call and/or leave a note to tell your friends and/or family where you have been taken.

| | |
|----------|------|
| Position | Date |
|----------|------|

To _____

Application is hereby made for the admission of _____

Residing at _____, California, for 72-hour treatment and evaluation pursuant to Section 5150, (adult) et seq. or Section 5585 et seq. (minor), of the WIC. If a minor, to the best of my knowledge, the legally responsible party appears to be / is: (Circle one) Parent; Legal Guardian; Juvenile Court as a WIC 300; Juvenile Court as a WIC 601/602; Conservator. If known, provide names, address and telephone number:

The above person's condition was called to my attention under the following circumstances: (see reverse side for definitions)

The following information has been established: (Please give sufficiently detailed information to support the belief that the person for whom evaluation and treatment is sought is in fact a danger to others, a danger to himself; herself and/or gravely disabled.)

Based up on the above information it appears that there is probable cause to believe that said person is, as a result of mental disorder:

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

| | | |
|--|------|-------|
| Signature, title and badge number of peace officer, member of attending staff of evaluation facility or person designated by county. | Date | Phone |
| | Time | |

| | |
|--|---|
| Name of Law Enforcement Agency or Evaluation Facility/Person | Address of Law Enforcement Agency or Evaluation Facility/Person |
| | |

Weapon was confiscated and detained person notified of procedure for return of weapon pursuant to Section 8102 WIC.
(officer/unit & phone #) _____

NOTIFICATIONS TO BE PROVIDED TO LAW ENFORCEMENT AGENCY

NOTIFICATION OF PERSON'S RELEASE FROM AN EVALUATION AND TREATMENT FACILITY IS REQUESTED BY THE REFERRING PEACE OFFICER BECAUSE:

Person has been referred under circumstances in which criminal charges might be filed pursuant to Sections 5152.1 and 5152.2 WIC.
Notify (officer/unit & telephone #) _____

Weapon was confiscated pursuant to Section 8102 WIC.
Notify (officer/unit & telephone #) _____

SEE REVERSE SIDE FOR INSTRUCTIONS

EXHIBIT A

APPLICATION FOR 72 HOUR DETENTION FOR EVALUATION AND TREATMENT

MH 302 (Rev. 08/04) Back

DEFINITIONS

GRAVELY DISABLED

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

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

PEACE OFFICER

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

INSTRUCTIONS FOR SECTION 5152.1, 5152.2 AND 5585 WIC

Section 5152.1 WIC

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

- (a) The peace officer requests such notification at the time he or she makes the application and the peace officer certifies at that time in writing that the person has been referred to the facility under circumstances which, based upon an allegation of facts regarding actions witnessed by the officer or another person, would support the filing of a criminal complaint.
- (b) The notice is limited to the person's name, address, date of admission for 72-hour evaluation and treatment, and date of release. If a police officer, law enforcement agency, or designee of the law enforcement agency, possesses any record of information obtained pursuant to the notification requirements of this section, the officer agency, or designee shall destroy that record two years after receipt of notification.

Section 5152.2 WIC

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

Section 5585 et seq. WIC

Section 300 WIC is a minor who is under the jurisdiction of the Juvenile Court because of abuse (physical or sexual), neglect or exploitation.

Section 601 WIC is a minor who is adjudged a ward of the Juvenile Court because of being out of parental control.

Section 602 WIC is a minor who is adjudged a ward of the Juvenile Court because of crimes committed.

Section 8102 WIC (EXCERPTS FROM)

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

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

- (b) Upon confiscation of any firearm or other deadly weapon from a person who has been detained or apprehended for examination of his or her mental condition, the peace officer or law enforcement agency shall notify the person of the procedure for the return of any firearm or other deadly weapon which has been confiscated.

Where the person is released without judicial commitment, the professional person in charge of the facility, or his or her designee, shall notify the person of the procedure for the return of any firearm or other deadly weapon which may have been confiscated.

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

EXHIBIT A

State of California - Health and Human Services Agency

Department of Mental Health

**INVOLUNTARY PATIENT ADVISEMENT
(TO BE READ AND GIVEN TO THE
PATIENT AT TIME OF ADMISSION)**
MH 303 E/S (Rev. 08/04)

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

Name of Facility _____

Patient's Name _____

Admission Date _____

Section 5157 (c) and (d) of the Welfare and Institutions Code requires that each person admitted for 72-hour evaluation be given specific information orally and in writing, and a record of the advisement be kept in the patient's medical record.

My name is _____ My position here is _____

You are being placed in this psychiatric facility because it is the opinion of the professional staff, that as a result of a mental disorder, you are: (check applicable)

- Dangerous to yourself
- Dangerous to others
- Gravely Disabled (unable to provide for your own food clothing or shelter)

(Document specific evidence which substantiates reason for hold):

We feel this is true because _____

You will be held for a period of up to 72 hours. This (does not) (does) include weekends or holidays.

Your 72-hour period will begin: _____
(Time and Date)

Your 72-hour evaluation and treatment period will end at: _____
(Time and Date)

During these 72 hours you will be evaluated by the hospital staff, and the treatment you receive may include medications. IT is possible for you to be released before the end of the 72 hours, but if the professional staff decide that you need continued treatment, you can be held for a longer period of time. If you are held longer than 72 hours, you have the right to a lawyer and a qualified interpreter and a hearing before a judge. If you are unable to pay for the lawyer, then one will be provided free.

State law presumes you to be competent regardless of whether you have been evaluated or treated for mental disorder as a voluntary or involuntary patient.

| | | |
|--------------------------------------|----------|------|
| Good cause for Incomplete Advisement | | Date |
| Advisement Completed by | Position | Date |

CC: Original to the Patient
Carbon to the Patient's Record

MENTAL HEALTH STAFF QUALIFICATIONS AND FUNCTIONS

1) Primary Job Functions

Under general clinical supervision, provides crisis intervention W&I Code 5150 evaluation, and post-crisis referral services for individuals needing these services.

2) Minimum Job Qualifications

- a) Two years of experience in providing direct client care and treatment in a mental health or related setting.
- b) College level course work in psychology, mental health or a related subject may be substituted for the experience requirement on a year for year basis.

3) Training

- o General principles and techniques in the care and treatment of mental illness and emotional disturbance.
- o Principles and techniques specific to crisis intervention, W&I Code § 5150 evaluation, and post-crisis referrals and follow-up.
- o Medical terminology and concepts related to basic mental health care.
- o Community resources providing assistance on a post-crisis basis.
- o Documentation skills meeting requirements of charting the crisis intervention, W&I Code 5150 evaluation, and post-crisis referrals, and in meeting the requirements of billing for the services provided.

4) Competency Requirements

The County of El Dorado Health Services Department, Mental Health Division (MHD) shall provide employees and/or contracted staff who meet the minimum requirement with the necessary supervision, training and experience needed to function in this position.