MEMORANDUM OF UNDERSTANDING #4523
Psychiatric Emergency Services

THIS MEMORANDUM OF UNDERSTANDING (MOU) #4523 is made and entered into by and between the County of El Dorado, a political subdivision of the State of California, Health and Human Services Agency, Behavioral Health Division (hereinafter referred to as "County"), and Barton Healthcare System, a non-profit California corporation (hereinafter referred to as "Hospital"), hereinafter collectively referred to as "Parties."

R E C I T A L S

WHEREAS, El Dorado County through its Health and Human Services Agency, Behavioral Health Division ("BHD") administers the mental health services programs for the County, including psychiatric emergency services ("PES"); and

WHEREAS, Barton Healthcare System, Inc. provides emergency and acute medical care services in the area known as the Tahoe Basin of the County; and

WHEREAS, the Parties intend to collaborate to provide psychiatric emergency services for persons who come to the Hospital; and

WHEREAS, the Parties hereto have mutually agreed that existing MOU #146-M1010 shall automatically terminate and be replaced upon execution of this MOU #4523; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified) and local laws; and

NOW, THEREFORE, County and Hospital mutually agree as follows:

ARTICLE I
Definitions:

Definitions	
Assessment	For purposes of this Agreement, "assessment" shall be used in conformity with WIC Section 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."

Definitions	
Involuntary Hold	A patient meeting the criteria of WIC Section 5150 et seq. may be detained against their will for up to seventy-two (72) hours for mental health evaluation and treatment.
Medically Cleared	To be designated as "medically cleared" 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.
BHD PES staff	For purposes of this Agreement, County BHD PES 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 BHD PES staff that are in training and not yet eligible to provide PES services without direct supervision and/or El Dorado County Health and Human Services Agency (HHSA) staff that are performing Utilization Review / Quality Assurance services.
Psychiatric Emergency Services / PES	Mental health crisis response is available by phone 24/7, per WIC Section 5150 et seq. 5150 Assessment services in the Emergency Department are available during specified hours.
Readiness for PES Assessment	Readiness for PES assessment means that a patient is sufficiently conscious to be evaluated by County BHD. Alcohol: A patient who may be under the influence of alcohol shall have received blood alcohol testing with a demonstrated test result of 0.2 or less prior to Hospital requesting a PES Assessment from County BHD PES staff. Patient must be able to participate which may be determined by the crisis worker. Note: Accepting psychiatric hospitals and facilities require blood alcohol level of 0.1 or less. Stimulants and other Mind-Altering Substances: Individuals who screen positive for methamphetamine/amphetamine and/or other mind-altering substances during their initial medical clearance and demonstrate aggression or agitation must be observed at Hospital for a minimum of six (6) hours, be free of restraints and demonstrate stable vital signs prior to Hospital requesting a PES Assessment from County BHD PES staff.

ARTICLE II

Scope of Services: Hospital agrees to contact County BHD when an individual meets the criteria for Psychiatric Emergency Services (PES) assessment in accordance with California Welfare and Institutions Code ("WIC") Section 5150.

A. Hospital further agrees to:

1) Medically evaluate each patient who presents to the Hospital Emergency Department for PES assessment.

2) Determine what medical care or medical clearance is appropriate for said patient. Where it is apparent that the patient is not appropriate for PES assessment, whether due to unconsciousness, severe drug or alcohol intoxication, or other medical circumstances, Hospital will provide appropriate medical treatment to patient.

a) If County BHD PES staff is present on site, Hospital will advise staff that the patient is not appropriate for PES assessment so County BHD PES staff may depart and return upon request of Hospital; or

b) If County BHD PES staff is not yet present on site, Hospital will, upon determination that the patient is now appropriate for PES assessment, contact the County BHD PES staff at (530) 544-2219 to come to the Hospital Emergency Department to provide PES assessment. In the event that County BHD PES staff have previously been on site and have departed, Hospital will contact County BHD PES staff to return to the Emergency Department to provide PES assessment.

3) Provide County BHD PES staff, upon arrival to the Emergency Department, copies of the Hospital patient face sheet, demographics (including Social Security Number and other sufficient information to establish identify and insurance eligibility), lab results, drug test, and any other medical clearance and/or insurance documentation for patients receiving PES assessment from County BHD. Such documentation may be included in the County BHD client record and may be provided by County BHD to any psychiatric facility or hospital to which patient may be referred or transferred.

4) Hospital staff shall sign the Emergency Medical Treatment and Labor Act/COBRA Form C in the absence of any County BHD PES staff.

5) Provide written input to County BHD upon request, for purposes of evaluating the competency and performance of any County BHD PES staff member who provides PES services at the Hospital.

6) Provide a locked and secure location with Internet access and telephone availability, wherein County BHD PES staff may store BHD-provided computer, laptop, tablet, and/or printer for use during PES assessment and processing. This location shall be in or near the Hospital Emergency Department for ease of access. Hospital will not be responsible for any damage or theft of provided County BHD PES supplies and equipment.

7) 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. County BHD PES 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.

8) Specified medical Hospital staff may be trained, and authorized by County BHD in writing, to write and/or drop Involuntary Holds. Hospital staff receiving such authorization must complete an annual renewal process provided by County BHD.

9) If Hospital staff encounters any issue related to working with County BHD PES Staff, they are to contact the Charge Nurse, who will contact the County BHD PES Manager if necessary.

B. County agrees to:

1) Provide PES assessment of patients who have been medically cleared and who may need psychiatric hospitalization.

2) Make every reasonable effort to arrive at Hospital Emergency Department within approximately twenty (20) minutes, but not more than forty-five (45) minutes of receiving notification from Hospital that the patient has been medically cleared and within the hours contracted between Hospital and County BHD.

a) If response will not be achieved within the target timeframe of twenty (20) to forty-five (45) minutes, County BHD PES staff will promptly notify Hospital of the estimated time of arrival.

3) In a situation where the patient is not considered appropriate for PES assessment whether due to unconsciousness, severe drug or alcohol intoxication, or other medical circumstances, the County BHD PES staff shall notify the Hospital that they will leave and return to the Hospital Emergency Department upon request by the Hospital, after the patient is determined appropriate for an assessment.

4) Provide PES including but not limited to assessment of patients pursuant to WIC Section 5150, incorporated by reference as if fully set forth herein.

5) If a patient's PES assessment indicates he/she does not meet the criteria for admission to a psychiatric facility under WIC Section 5150, the County BHD PES staff shall:

a) Make every effort to find other appropriate behavioral health services for the individual. These referrals will be offered to the individual, and may be accepted or used by the individual on a voluntary basis;

b) Advise Hospital of the determination to not require an Involuntary Hold and provide documents supporting the disposition of the patient in the patient medical record kept by the Hospital, including any identified social service needs, if known, for patient to receive interventions from Hospital Social Services.

c) County BHD PES staff will make every effort to develop a safety plan and provide community referrals and/or resources to patients not requiring an Involuntary Hold. Documentation of the safety plan will be added to the hospital chart.

6) For patients not yet placed on an Involuntary Hold at time of PES assessment, County BHD PES staff shall, as indicated, prepare a written "Application for 72 hour Detention for Evaluation and Treatment," attached hereto in Exhibit A and incorporated by reference herein, or subsequent form(s) issued by the State to accomplish the same purpose.

7) For patients placed on an Involuntary Hold, County BHD PES staff shall, as indicated, work collaboratively with Hospital staff to transfer the patient as quickly as possible to an appropriate mental health facility following medical clearance by Hospital Emergency Department physician.

8) Hospital Protocol: County BHD PES staff shall observe and comply with Hospital Protocol as outlined in Exhibit B, attached hereto and incorporated by reference herein.

9) Qualifications: All County BHD PES staff engaged in the performance of PES at Hospital shall be appropriately qualified and trained to provide PES in accordance with "Exhibit C – Mental Health Staff Qualifications and Functions," attached hereto and incorporated by reference herein.

10) Observer/trainee: County BHD may be allowed to have an observer or trainee present during assessment for Utilization Review / Quality Assurance and/or training purposes, subject to approval by the patient. Said observer / trainee is the responsibility of County BHD, and shall remain under supervision by County BHD PES staff on site.

11) If County BHD PES staff encounters any issue related to working with Hospital Staff, they are to contact the County BHD PES Manager, who will contact the

Charge Nurse if necessary. Copy of the County BHD PES Manager on call list will be provided.

C. Hospital and County agree to meet regularly for ongoing quality assurance review of PES cases on a mutually agreeable schedule by Hospital and County.

D. If there is a difference of opinion between the County BHD PES staff and the attending Hospital physician regarding an Involuntary Hold, Hospital shall request County BHD PES staff to arrange for direct contact between the County BHD PES Manager on call and the Hospital physician to review the assessment. If consensus cannot be reached between the Hospital Physician and the County BHD PES Manager, the Hospital Physician may contract the County BHD Deputy Director for further assistance.

ARTICLE III
Term: This MOU shall become effective upon final execution by both Parties hereto and shall continue until terminated by one of the Parties pursuant to the provisions under Article XI, "Default, Termination, and Cancellation."

ARTICLE IV
Fiscal: There shall be no remuneration between the parties hereto.

ARTICLE V
Taxes: Hospital certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Hospital to County. Hospital agrees that it shall not default on any obligations to County during the term of this MOU.

ARTICLE VI
Changes to MOU: This MOU 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
Hospital to County: It is understood that the services provided under this MOU shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this MOU, Hospital shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this MOU nor provide information in any manner to any party outside of this MOU that would conflict with Hospital's responsibilities to County during term hereof.

ARTICLE VIII
Assignment and Delegation: Hospital is engaged by County for its unique qualifications and skills as well as those of its personnel. Hospital shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Hospital is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this MOU. Hospital exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this MOU during the course and scope of their employment.

Hospital shall be responsible for performing the work under this MOU in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Hospital or its employees.

ARTICLE X

Fiscal Considerations: The parties to this MOU recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this MOU to the contrary, County shall give notice of cancellation of this MOU in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this MOU. Upon the effective date of such notice, this MOU shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this MOU may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this MOU, 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 MOU provision and shall demand that the party in default perform the provisions of this MOU within the applicable period of time. No such notice shall be deemed a termination of this MOU 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. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

B. Bankruptcy: This MOU, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Hospital.

C. Ceasing Performance: County may terminate this MOU in the event Hospital ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.

D. Termination or Cancellation without Cause: Either party may terminate this MOU in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Hospital 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 XII

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 and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

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: CEO, or successor

or to such other location as the Hospital directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Hospital's principal place of business, Hospital's Agent for Service of Process, or Notices to Hospital, Hospital shall notify County in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties." Said notice shall become part of this MOU upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE XIV

Indemnity: Hospital shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Hospital's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Hospital, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Hospital to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The County shall defend, indemnify, and hold the Hospital harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Hospital employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Hospital, the County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Hospital, its officers and employees, or as expressly prescribed by statute. This duty of County to indemnify and save Hospital harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: All parties to this MOU are self-insured and shall provide a letter of self-insurance, if requested to do so by the other party during the term of this MOU.

ARTICLE XVI

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 MOU shall participate in or attempt to influence any decision relating to this MOU 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 MOU or the proceeds thereof.

ARTICLE XVII

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 MOU; or, 2) any other entities connected with or directly affected by the services to be performed by this MOU. Hospital further covenants that in the performance of this MOU no person having any such interest shall be employed by Hospital.

ARTICLE XVIII

Conflict of Interest: The parties to this MOU 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 MOU. County represents that it is unaware of any financial or economic interest of any public officer or employee of Hospital relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU either party may immediately terminate this MOU by giving written notice as detailed in the Article in the MOU titled, "Default, Termination and Cancellation".

ARTICLE XIX

Nondiscrimination:

A. County may require Hospital's services on projects involving funding from various state and/or federal agencies, and as a consequence, Hospital shall comply with all applicable nondiscrimination statutes and regulations during the performance of this MOU including but not limited to the following: Hospital and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Hospital shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this MOU by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Hospital and its employees and representatives shall give written notice of their obligations under this clause as required by law.

B. Where applicable, Hospital shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

C. Hospital's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXI

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 El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXII

Administrator: The County Officer or employee with responsibility for administering this MOU is Jamie Samboceti, Deputy Director, Behavioral Health Division, or successor.

ARTICLE XXIII

Authorized Signatures: The parties to this MOU represent that the undersigned individuals executing this MOU 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 XXIV

Partial Invalidity: If any provision of this MOU 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 XXV

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

ARTICLE XXVI

No Third Party Beneficiaries: Nothing in this MOU is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXVII

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXVIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: 1/23/2020

Jamie Samboceti, Deputy Director
Behavioral Health Division
Health and Human Services Agency

Requesting Department Head Concurrence:

By: _____ Dated: 1-23-20

Donald Semon
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this MOU #4523 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 4/25/2020

By: Mollie B. Purcell
Chief Administrative Officer, or Designee
"County"

Mollie B Purcell
Principal Management Analyst
For Don Ashton
CAO

-- BARTON HEALTHCARE SYSTEM --

By: _____
Clint Purvance
Chief Executive Officer
"Hospital"

Dated: 4/16/2020

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APPLICATION FOR ASSESSMENT, EVALUATION, AND CRISIS INTERVENTION OR PLACEMENT FOR EVALUATION AND TREATMENT

Confidential Client/Patient Information

See California W&I Code Section 5328 and HIPAA Privacy Rule 45 C.F.R. § 164.508

Welfare and Institutions Code (W&I Code), Section 5150(f) and (g), require that each person, when first detained for psychiatric evaluation, be given certain specific information orally and a record be kept of the advisement by the evaluating facility.

☐ **Advisement Complete** ☐ **Advisement Incomplete**

Good Cause for Incomplete Advisement:

DETAINMENT ADVISEMENT

My name is _____

I am a (peace officer/mental health professional) with (name of agency). You are not under criminal arrest, but I am taking you for examination by mental health professionals at (name of facility).

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:

You may bring a few personal items with you, which I will have to approve. Please inform me if you need assistance turning off any appliance or water. You may make a phone call and leave a note to tell your friends or family where you have been taken.

Advisement Completed By:	Position:	Language or Modality Used:	Date of Advisement:

To (*name of 5150 designated facility*): _____

Application is hereby made for the assessment and evaluation of _____

residing at _____, California, for up to 72- hour assessment, evaluation and crisis intervention or placement for evaluation and treatment at a designated facility pursuant to Section 5150, et seq. (adult) or Section 5585 et seq. (minor), of the W&I Code. If a minor, authorization for voluntary treatment is not available and to the best of my knowledge, the legally responsible party appears to be / is: (**Check one**): ☐ ***Parent***; ☐ ***Legal Guardian***; ☐ ***Conservator;*** ☐ ***Juvenile Court under W&I Code 300***; ☐ ***Juvenile Court under W&I Code 601/602***.

If known, provide names, address and telephone numbers in area provided below:

The above person's condition was called to my attention under the following circumstances:

I have probable cause to believe that the person is, as a result of a mental health disorder, a danger to others, or to himself/ herself, or gravely disabled because: (state specific facts):

(CONTINUED ON NEXT PAGE)

APPLICATION FOR 72 HOUR DETENTION FOR EVALUATION AND TREATMENT (CONTINUED)

Historical course of the person's mental disorder:

☐ I have considered the historical course of the person's mental disorder

_____
_____
_____
_____

☐ No reasonable bearing on determination

☐ No information available because: _____

History Provided by (Name)	Address	Phone Number	Relation

Based upon the above information, there is probable cause to believe that said person is, as a result of mental health disorder:

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

Signature, *title* and *badge number* of peace officer, professional person in charge of the facility designated by the county for evaluation and treatment, member of the attending staff, designated members of a mobile crisis team, or professional person designated by the county.

	Date:	Phone:
X _____	Time:	

Name of Law Enforcement Agency or Evaluation Facility/Person:	**Address of Law Enforcement Agency or Evaluation Facility/Person:**

NOTIFICATIONS TO BE PROVIDED TO LAW ENFORCEMENT AGENCY

Notify (officer/unit & telephone #): _____

NOTIFICATION OF PERSON'S RELEASE IS REQUESTED BY THE REFERRING PEACE OFFICER BECAUSE:

☐ The person has been referred to the facility under circumstances which, based upon an allegation of facts regarding actions witnessed by the officer or another person, would support the filing of a criminal complaint.

☐ Weapon was confiscated pursuant to Section 8102 W&I Code. Upon release, facility is required to provide notice to the person regarding the procedure to obtain return of any confiscated firearm pursuant to Section 8102 W&I Code.

SEE SUBSEQUENT PAGES FOR DEFINITIONS AND REFERENCES

DEFINITIONS AND REFERENCES

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

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

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

Section 5152.1 W&I Code: The professional person in charge of the facility providing 72-hour evaluation and treatment, or his or her designee, shall notify the county mental health director or the director's designee and the peace officer who makes the written application pursuant to Section 5150 or a person who is designated by the law enforcement agency that employs the peace officer, when the person has been released after 72- hour detention, when the person is not detained, or when the person is released before the full period of allowable 72-hour detention if all of the conditions apply:

(a) The peace officer requests such notification at the time he or she makes the application and the peace officer certifies at that time in writing that the person has been referred to the facility under circumstances which, based upon an allegation of facts regarding actions witnessed by the officer or another person, would support the filing of a criminal complaint.
(b) The notice is limited to the person's name, address, date of admission for 72-hour evaluation and treatment, and date of release.

If a police officer, law enforcement agency, or designee of the law enforcement agency, possesses any record of information obtained pursuant to the notification requirements of this section, the officer, agency, or designee shall destroy that record two years after receipt of notification.

Section 5150.05 W&I Code:

(a) When determining if probable cause exists to take a person into custody, or cause a person to be taken into custody, pursuant to Section 5150, any person who is authorized to take that person, or cause that person to be taken, into custody pursuant to that section shall consider available relevant information about the historical course of the person's mental disorder if the authorized person determines that the information has a reasonable bearing on the determination as to whether the person is a danger to others, or to himself or herself, or is gravely disabled as a result of the mental disorder.
(b) For purposes of this section, "information about the historical course of the person's mental disorder" includes evidence presented by the person who has provided or is providing mental health or related support services to the person subject to a determination described in subdivision (a), evidence presented by one or more members of the family of that person, and evidence presented by the person subject to a determination described in subdivision (a) or anyone designated by that person.
(c) If the probable cause in subdivision (a) is based on the statement of a person other than the one authorized to take the person into custody pursuant to Section 5150, a member of the attending staff, or a professional person, the person making the statement shall be liable in a civil action for intentionally giving any statement that he or she knows to be false.
(d) This section shall not be applied to limit the application of Section 5328.

DEFINITIONS AND REFERENCES *(CONTINUED)*

Section 5152.2 W&I Code: Each law enforcement agency within a county shall arrange with the county mental health director a method for giving prompt notification to peace officer pursuant to Section 5152.1 W&I Code.

Section 5585.50 W&I Code: The facility shall make every effort to notify the minor's parent or legal guardian as soon as possible after the minor is detained. *Section 5585.50 W&I Code.*

A minor under the jurisdiction of the Juvenile Court under Section 300 W&I Code is due to abuse, neglect, or exploitation.

A minor under the jurisdiction of the Juvenile Court under Section 601 W&I Code is due to being adjudged a ward of the court as a result of being out of parental control.

A minor under the jurisdiction of the Juvenile Court under Section 602 W&I Code is due to being adjudged a ward of the court because of crimes committed.

Section 8102 W&I Code (EXCERPTS FROM):

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

(b)(1) Upon confiscation of any firearm or other deadly weapon from a person who has been detained or apprehended for examination of his or her mental condition, the peace officer or law enforcement agency shall issue a receipt describing the deadly weapon or any firearm and listing any serial number or other identification on the firearm and shall notify the person of the procedure for the return, sale, transfer, or destruction of any firearm or other deadly weapon which has been confiscated. A peace officer or law enforcement agency that provides the receipt and notification described in Section 33800 of the Penal Code satisfies the receipt and notice requirements.

(2) If the person is released, the professional person in charge of the facility, or his or her designee, shall notify the person of the procedure for the return of any firearm or other deadly weapon which may have been confiscated.

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

EXHIBIT B

HOSPITAL PROTOCOL
for
Emergency Department and Admitted Patients

The following protocol shall be observed with respect to interaction between County BHD PES staff, observers and/or trainees and Hospital personnel:

1) **Emergency Department:** Upon arrival to Hospital Emergency Department, the County BHD PES staff will provide the following pre-assessment activities:
   a) Meet with Law Enforcement officers when available, meet with the Emergency Department Charge Nurse on duty, and meet with the Emergency Department physician if requested.
   b) Review the WIC Section 5150 evaluation documentation along with the hospital chart, copies of which shall be provided to PES upon arrival to the Emergency Department.
   c) Assess patient to determine appropriate mental health interventions and/or disposition of Involuntary Hold.

2) **Admitted Patient:** Prior to the day of the 5150 assessment request, the Charge Nurse on the unit will notify the County BHD PES Manager that a patient will need an assessment within a specified time frame. In the event the Hospital requests a PES assessment on a patient who has been admitted to the Hospital, a member of the nursing staff will notify County BHD PES staff and provide information surrounding the need for a PES assessment and provide patient information. County BHD PES staff will provide the following pre-assessment activities:
   a) Proceed to the nurses station assigned for the patient, review patient's chart, meet with the attending nurse, and meet with the patient to perform the PES assessment.

3) **Following PES Assessment:** County BHD PES staff will provide documentation, including but not necessarily limited to:
   a) 5150 Rating Scale;
   b) Written summary of the assessment, including a list of collateral persons contacted.
   c) Written explanation of the reason for upholding/dropping the Involuntary Hold.
   d) Written description of safety plan, resources and referrals, as indicated, provided to the patient.
   e) County BHD PES staff will verbally notify the Charge Nurse, and MD if available, of the outcome, prior to leaving the premises.

4) **Prioritizing Patients**: If the Charge Nurse does not have a priority list upon arrival, County BHD PES staff will prioritize patients awaiting PES assessment based upon the immediate needs and/or risks of each patient.

EXHIBIT C

COUNTY BHD PES STAFF QUALIFICATIONS AND FUNCTIONS

1) **Primary Job Functions:** Under general clinical supervision, provides crisis intervention, Involuntary Hold assessment, and post-crisis referral services for individuals in the Hospital (Emergency Department or Admitted) upon request of Hospital personnel.

2) **Minimum Job Qualifications:** County BHD PES staff will possess the equivalent "Education & Experience Requirements" specified in the job classification for El Dorado County "Mental Health Clinician IA/IB/II" and identified by BHD as authorized to write and drop Involuntary Holds.

3) **Possess Training Related to and/or Knowledge of:**
   a) General principles and techniques in the care and treatment of mental illness and emotional disturbance.
   b) Principles and techniques specific to crisis intervention, WIC Section 5150 evaluation and assessment, and post-crisis referrals and follow-up.
   c) Medical terminology and concepts related to basic mental health care.
   d) Community resources with capabilities for providing assistance on a post-crisis basis.
   e) Documentation skills meeting requirements of charting the crisis intervention, WIC Section 5150 evaluation and assessment, post-crisis referrals as indicated, and in meeting the requirements of billing for the services provided.

4) **Competency Requirements:** County BHD 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. Documentation of qualifications and training is available upon request.