MEMORANDUM OF UNDERSTANDING #390-M1311
Psychiatric Emergency Services – Marshall Medical Center

THIS MEMORANDUM OF UNDERSTANDING ("MOU") 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 Marshall Medical Center, a non-profit general acute care hospital operating under the laws of the State of California, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (hereinafter referred to as "Hospital"), and whose Agent for Service of Process is James Whipple, 1100 Marshall Way, Placerville, CA 95667.

RECITALS

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

WHEREAS, Hospital provides emergency and acute medical care services in the area known as the Western Slope of the County; and

WHEREAS, County and Hospital (collectively referred to hereinafter as the "Parties") intend to collaborate to provide psychiatric emergency services for persons who come to the Hospital; 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

WHEREAS, County has determined that the provision of these services provided by Hospital is in the public's best interest, and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000.

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

ARTICLE I
Scope of Services: Hospital agrees to contact MHD when an individual meets the criteria for MHD staff assessment in accordance with California Welfare and Institutions Code ("WIC") Section 5150.

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 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.
Readiness for PES Evaluation	Readiness for PES evaluation means that a patient is sufficiently conscious to be evaluated by MHD. 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 the Hospital requesting a PES evaluation from MHD staff. Note: Accepting hospital requires blood alcohol level of 0.1 or less.

A) Hospital agrees to:
   1) Medically evaluate each patient who presents to the Emergency Department for PES evaluation.
   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 evaluation, whether due to unconsciousness, severe drug or alcohol intoxication, or other medical circumstances, Hospital will provide appropriate medical treatment to patient.
      (1) If MHD staff is present on site, Hospital will advise staff that the patient is not appropriate for PES evaluation so MHD staff may depart and return upon request of Hospital; or
      (2) If MHD staff is not yet present on site, Hospital will, upon determination that the patient is now appropriate for PES evaluation, contact the PES staff at (530) 622-3345 to come to the Emergency Department to provide PES evaluation. In the event that MHD staff have previously been on site and have departed, Hospital will contact MHD staff to return to the Emergency Department to provide PES evaluation.
   3) Provide MHD staff copies of the Hospital patient face sheet, any drug test, or any other medical clearance documentation for patients receiving PES evaluation from MHD. Such documentation may be included in the MHD client record and may be provided by MHD to any psychiatric facility or hospital to which patient may be referred or transferred.

4) Provide written input to MHD upon request, for purposes of evaluating the competency and performance of any MHD staff member who provides PES services at the Hospital.
5) Provide a locked and secure location with Internet access and telephone availability, wherein MHD staff may store a laptop and printer for use during PES evaluation and processing. This location shall be in or near the Emergency Department for ease of access.
6) 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.

B) MHD agrees to:
1) Provide PES evaluation of specific individuals upon request from Hospital or law enforcement.
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, or notification from law enforcement of the transport of a patient requiring PES evaluation to the Emergency Department.
   a) If response will not be achieved within the target timeframe of twenty (20) to forty-five (45) minutes, 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 evaluation whether due to unconsciousness, severe drug or alcohol intoxication, or other medical circumstances, the MHD staff shall notify the Hospital that they will leave and return to the Hospital Emergency Department upon request by the Hospital.
   a) Upon notification by the Hospital that the patient is now appropriate for PES evaluation, MHD staff shall make every reasonable effort to arrive at the Hospital within twenty (20) minutes, but not more than forty-five (45) minutes of notification.
4) Provide psychiatric emergency services 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 psychiatric assessment indicates he/she does not meet the criteria for admission to a psychiatric facility under WIC Section 5150, and the detaining officer or deputy does not elect to retain custody of the individual, the MHD staff shall:
   a) Make every effort to find other appropriate mental health or social services for the individual(s). 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 a 5150 hold and shall document the disposition of the patient in the patient medical record kept by the Hospital;
   c) Offer a next-business-day follow up contact for patients evaluated and not placed on an Involuntary Hold, as deemed appropriate by MHD.
6) For patients placed on a WIC 5150 hold, MHD staff shall
   a) Prepare a written evaluation utilizing Exhibit A – "Application for 72 hour Detention for Evaluation and Treatment," attached hereto and incorporated by reference herein.
   b) Ensure they receive copies of the Hospital patient face sheet, any drug test, or any other medical clearance documentation pursuant to the Article titled "Scope of Services" paragraph A, subparagraph 3 herein. 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 or transferred.
   c) 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.

d) Assess the possibility of transferring the patient to the local psychiatric health facility or provide mental health support after medical clearance by the Hospital Emergency Department physician when there are issues of bed availability in the Hospital Emergency Department, and the patient in question is an out-of-county patient. Hospital agrees to collaborate with MHD staff to determine which patients meet this criteria.

7) Hospital Protocol: MHD staff shall observe and comply with Hospital Protocol as outlined in Exhibit B, attached hereto and incorporated by reference herein.
8) 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 in accordance with "Exhibit C – Mental Health Staff Qualifications and Functions," attached hereto and incorporated by reference herein.
9) Observer/trainee: 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. Said observer / trainee is the responsibility of MHD, and shall remain under supervision by MHD staff on site at the time of evaluation.
10) MHD staff, volunteers, and observer/trainees shall meet the following criteria, in accordance with The Joint Commission standards, local, state or federal regulations:
    a) Immunizations shall be as follows:
        (1) Measles, mumps, rubella ("MMR") vaccination:
            (a) Mumps, 2 vaccines or tier (included in MMR) – within lifetime, or declination.
            (b) Rubella, 2 vaccines or titer (included in MMR) – within lifetime, or declination.
            (c) Rubeola (also known as measles), 2 vaccines or titer (included in MMR) – within lifetime, or declination.
        (2) Tetanus, Diphtheria, Pertussis ("Tdap"), 1 dose within last 10 years, or declination.
        (3) Varicella (Chicken Pox), 2 vaccines or titer
        (4) Hepatitis B, series of 3 vaccines started, or titer, or declination waiver.
        (5) Current seasonal flu vaccine or declination waiver.
    b) Screenings shall be as follows:
        (1) Negative tuberculosis ("TB") screening – purified protein derivative ("PPD") 2-step within 13 months, or physician statement of "free of tuberculosis."
        (2) Clear 8-Panel urine drug screening, within the past 30 days if over 18 years of age.
        (3) Criminal background screening.

C) Hospital and MHD agree to meet monthly for ongoing quality assurance review of PES cases.
D) 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. If there is difficulty reaching the MHD psychiatrist, MHD staff shall contact MHD's Psychiatric Health Facility ("PHF") staff who shall assist in reaching the MHD psychiatrist on duty. In the event no resolution has been reached, the MHD staff shall contact a MHD supervisor who can further assist in finding a resolution.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall continue until terminated pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination, and Cancellation" herein.

ARTICLE III

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

ARTICLE IV

Record Retention: Contractor agrees to make all of its books and records pertaining to the goods and services furnished under the terms of the contract available for inspection, examination, or copying by authorized County, State or Federal agencies, or their duly authorized representatives, at all reasonable times at Contractor's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five (5) years from the close of the County's fiscal year in which the contract was in effect, or any longer period as may be required by Federal or State law including, but not limited to any record retention laws pertaining to minors, psychiatric health facilities, psychology clinics, psychologists and/or other licensed professionals. If at the end of the applicable retention period, there is litigation or an audit or other investigation involving those books or records, Contractor will retain the books or records until the resolution of such litigation, audit, or investigation.

ARTICLE V

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 VI

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 hereby advises Hospital that it has obtained the services of subcontracted psychiatrists who may engage in providing services under this Agreement. Other than the aforementioned, County shall advise Hospital of any subcontract it may enter into for psychiatric emergency services. County shall provide Hospital evidence that the Health and Human Services Agency, Mental Health Medical Director meets requirements for medical staff credentialing upon execution of this MOU.

ARTICLE VII

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 performs services required by terms of this Agreement. Each party 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 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 its own negligence and negligent acts of its employees. Neither party 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 Contractor or its employees.

ARTICLE VIII

Default, Termination, and Cancellation:

A. 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. 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 Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

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

D. Termination or Cancellation without Cause: Either Party may terminate this Agreement in whole or in part upon receipt of seven (7) calendar days written notice without cause. Upon receipt of a Notice of Termination, both 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 IX

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

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 AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

Or to such other location as the County directs.

Notices to Hospital shall be addressed as follows:

MARSHALL MEDICAL CENTER
1100 MARSHALL WAY
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

Or to such other location as the Hospital directs.

ARTICLE XI

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, except as allowed by Regulation. 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, except as allowed by Regulation 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 XII

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 attorney's 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 attorney's 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 XIII

Insurance: County shall provide evidence of self-insurance.

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 Employer's Liability Insurance covering all employees of Hospital as required by law in the State of California.

B. Commercial General Liability Insurance of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a $2,000,000.00 aggregate limit.

C. Automobile Liability Insurance of not less than $1,000,000.00 is required in the event motor vehicles are used by the Hospital in the performance of the Agreement.

D. In the event Hospital is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than $1,000,000.00 per occurrence.

E. 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.

F. 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.

G. 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 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.

H. The certificate of insurance must include the following provisions stating that:
   1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
   2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. 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 in excess of the Hospital's insurance and shall not contribute with it.

J. 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.

K. 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.

L. 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.

M. Hospital's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

N. 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.

O. 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 protection of the County.

ARTICLE XIV

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 Contractor 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 XV

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 XVI

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 XVII

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 XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jamie Samboceti, Acting Manager of Mental Health Programs, or successor.

ARTICLE XIX

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 XX

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 XXI

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.

ARTICLE XXII

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

ARTICLE XXIII

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

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: 5/20/14

Jamie Samboceti, Manager of Mental Health Programs
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: May 22, 2014

Don Ashton, M.P.A., Director
Health and Human Services Agency

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

- - COUNTY OF EL DORADO - -

By: _____ Dated: 5/30/14

Terri Daly, Chief Administrative Officer
"County"

--CONTRACTOR - -

MARSHALL MEDICAL CENTER

By: Kathy B. Krejci Dated: 4/29/14

Kathy Krejci, Chief Nursing Officer
"Hospital"

kgl

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 | Position | Date

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.

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 | Time | Phone

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

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.

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

HOSPITAL PROTOCOL

The following protocol shall be observed with respect to interaction between MHD Staff, Law Enforcement, and Hospital personnel:

1) Upon Arrival to Emergency Department, the MHD clinician will provide the following Pre-Assessment activities:
    a) Meet with Law Enforcement officers when available, meet with the Emergency Department Registered 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.
    c) Interview/assess client for WIC Section 5150 hospitalization.
2) Following assessment, the MHD clinician will provide written and verbal documentation, including but not necessarily limited to:
    a) A written summary of the assessment, including a list of collateral persons contacted.
    b) A written explanation of the reason for upholding/dropping WIC Section 5150 hold.
    c) A written Plan of Care (interim, discharge, follow up, safety, etc.).
3) MHD staff will communicate in person with Emergency Department staff prior to leaving the premises.

MENTAL HEALTH STAFF QUALIFICATIONS AND FUNCTIONS

1) Primary Job Functions
Under general clinical supervision, provides crisis intervention, WIC Section 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
   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 post-crisis referrals and follow-up.
   c) Medical terminology and concepts related to basic mental health care.
   d) Community resources providing assistance on a post-crisis basis.
   e) Documentation skills meeting requirements of charting the crisis intervention, WIC Section 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 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.

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Addendum

This addendum to the Psychiatric Emergency Services Agreement dated May 30, 2014 is made and entered into this 2nd day of April, 2020 by and between County of El Dorado, through its Health and Human Services Agency, Mental Health Division ("MHD") and Marshall Medical Center ("Hospital").

The Parties agree to participate in quality reviews, at least annually, of services provided through this agreement. Quarterly review to include the following:

Representatives from MHD will attend scheduled monthly meetings 75% of the time. Marshall will track and report attendance on a quarterly basis. If MHD representatives fail to meet the required attendance threshold Marshall and MHD representatives agree to meet and discuss barriers and develop further action plans as needed to ensure standard is met moving forward.

Hospital shall identify the appropriate individuals within its organization to participate in the review.

All other conditions of the Services Agreement shall remain in full force and effect.

Accepted by the parties:

County of El Dorado

By: Mollie B. Purcell

Name: Mollie B. Purcell

Title: Principal Management Analyst

Date: 4/6/2020

For Don Ashton,
Chief Administrative Office

Marshall Medical Center

By: DocuSigned by: Kathy Krejci
D759EDB84DC9472...

Name: Kathy Krejci

Title: CNO

Date: 4/3/2020