

AGREEMENT

Between

MENTAL PATIENTS LIBERATION ALLIANCE  
770 James Street Suite 102  
Syracuse, New York 13203

And

RICHARD H. HUTCHINGS PSYCHIATRIC CENTER  
620 Madison Street  
Syracuse, New York 13210

The purpose of this Agreement is to formally recognize and permit the Mental Patients Liberation Alliance and its duly authorized representatives to visit with and advocate for and on behalf of individuals who are receiving services at the Hutchings Psychiatric Center.

I. Parties to the Agreement

The Mental Patients Liberation Alliance, located in Syracuse, New York, hereinafter known as the "Alliance" and the Richard H. Hutchings Psychiatric Center, located in Syracuse, New York, hereinafter referred to as the "Psychiatric Center."

II. Purpose of the Agreement

To provide the Alliance, a voluntary advocacy group for people who are labeled and treated as mental patients, with the opportunity to meet with individuals who are receiving services at the Psychiatric Center upon request of such individuals, and to advocate for and on the behalf of such individuals; to distribute literature to such individuals upon request; to invite such individuals to attend Alliance meetings, etc. in accordance with the clauses contained in the Agreement.

III. Period of Agreement

This Agreement shall take effect immediately upon the date of signatures until December 31, 1997, and then be renewed annually thereafter.

IV. Cancellation or Alteration

Either party hereto may withdraw from the Agreement after providing written notice to the other party hereto at least thirty (30) days prior to such withdrawal. Such written notice shall detail the rationale for the intended action and shall schedule a meeting with the other party hereto within fifteen (15) days for the purpose of review of the reasons for the intended action.

This Agreement may be revised at any time, whenever conditions may require, by written consent of the parties hereto.

V. Compliance with State Regulations and Policies

Parties agree that they and their representatives shall comply with all applicable state codes, rules, regulations, and laws of the Psychiatric Center.

VI. Executory Provision

This Agreement shall have effect only to the extent that both parties continue to agree to, abide by, and operate under the provisions contained herein.

Each party shall retain exclusive control of the management, assets, and affairs of their respective agencies and

institutions, and further that neither party by virtue of this Agreement assumes any liability for any debts or obligations of either a financial or legal nature incurred by another party to this Agreement.

Neither party hereto shall use the name of the other party in any promotional or advertising material unless review and written approval of the intended use is obtained from the party whose name is to be used.

#### VII. Service Elements and Responsibilities of the Agreement

The Psychiatric Center agrees to:

1. Designate a liaison to facilitate the implementation of the terms and conditions of this Agreement. Said liaison will be a staff member of the Psychiatric Center. Designation of the liaison will meet with the approval of the parties hereto.
2. Provide access for at least two (2) Alliance representatives to the various adult treatment units. While it is expected that the majority of visits will occur during regular visiting hours, it is agreed and understood that from time to time situations and/or conditions may arise that will necessitate visitations at other times. Such visits may be made insofar as the visits do not conflict with previously-scheduled treatment programs.

Visits made by Alliance representatives during normal business hours, i.e., 8:30 a.m. to 5:00 p.m., Monday through Friday except during visiting hours, must be approved by the charge nurse. If for clinical or administrative reasons, request to visit is denied, then appeal by Alliance representatives may be made to the liaison or the unit chief or the designee. From the hours of 9:00 p.m. to 8:30 a.m. for those infrequent occasions where conditions and/or situations may arise that necessitate visitations during such times, requests to visit must be approved by the charge nurse. If for clinical and/or administrative reasons, the charge nurse refuses, then Alliance representative may, depending on the urgency of the situation: (1) Wait until the next regular business day to review this with the facility liaison; or (2) appeal to the nurse administrator. If a denial for a bona fide visitation request is made by the unit due to clinical and/or administrative reasons, then it is expected that an alternative time for such visitation to occur will be given.

The purpose for the provision of such access to Alliance representatives is to enable them to meet with individuals hospitalized at the Psychiatric Center who request such a visit or meeting. Such requests can be made directly to the Alliance or their representative or to a Psychiatric Center staff member. If the request is made to an on-duty staff member, the staff member will give the hospitalized individual the number and access to a phone as soon as practicable. In addition, requests can be sent to the Psychiatric Center liaison.

From time to time it is anticipated and expected that individuals hospitalized at the Psychiatric Center will request that the Alliance representatives be present at all of their treatment and discharge planning meetings. Requests to have Alliance representatives attend the treatment and discharge planning meeting shall be made by the individual requesting said presence in writing to the treatment team leader who will either approve or deny the request. It is expected that the individual initiating this request will be involved in the discussion process.

It is understood and agreed to by the parties hereto that participation by the Alliance representatives at the aforementioned meeting shall be for only that part of the meeting relevant to this purpose and further that such participation shall be in collaboration with the ongoing process of the meeting.

Upon request from an individual being evaluated for admission, the Psychiatric Center shall allow at least one (1) designated Alliance representative in the admission area to observe the admission process. Such supportive observation shall serve only as a vehicle for assuring the individual's rights are protected and Office of Mental Health (OMH) policy and procedure followed.

All requests for individual advocacy services received by the Alliance concerning individuals treated by the Center for Youth Service shall be referred by the Alliance to the Mental Hygiene Legal Service and PAIMI attorney. Notification of such a request and referral shall be provided to the Psychiatric Center liaison.

Wherein possible, each unit shall attempt to afford a private place for the MHLS and/ or PAIMI attorney, the hospitalized individual and the Alliance representative to meet.

3. Provide access for at least two (2) Alliance representatives to the various nonresidential treatment program sites operated by the Psychiatric Center. These

advocacy visits shall occur only after an individual receiving services requests such a visit occur.

4. Will allow Alliance representatives to review the medical records with an individual receiving or having received services at the Psychiatric Center only when the individual requests and is granted access to their medical record and has indicated in writing their desire to have an Alliance representative present.

The Psychiatric Center may not demand that the individual review their medical record with a member of the clinical staff.

In the event that an individual receiving services at the Psychiatric Center is denied access to their medical record by the Psychiatric Center, the Alliance can apply for access through the use of OMH form 11 and must prove a "demonstrable need."

5. Encourage its staff to work with Alliance representatives in order to facilitate the purposes of this Agreement.
6. Will allow Alliance representatives to distribute appropriate literature, hang posters, and announcements only after said materials have been reviewed and approved by the Psychiatric Center liaison.
7. Will allow the Alliance representatives to conduct one (1) informational meeting per month on each of the adult inpatient units and one (1) informational meeting every three (3) months on nonresidential service units. Prior review and approval of the material to be presented must be given by the facility liaison who has the right to attend any or all of these presentations.
8. Will allow/encourage all Alliance representatives to complete the new Employee Training Program provided by the Psychiatric Center.
9. Will allow/encourage the Alliance to make a formal presentation regarding its work as a regular part of the Psychiatric Center's new Employee Training Program.
10. Will, upon request, designate staff members, acceptable to the Alliance, to represent the Psychiatric Center during training programs developed and operated by the Alliance.

11. The psychiatric Center reserves the right to refuse access to an Alliance representative or representatives on the request of a hospitalized individual or unit management. Such a refusal will be reviewed by the Psychiatric Center liaison with the Alliance on request.

The Alliance will:

1. Provide for up to three coordinators of the Alliance who will assist in the implementation of the terms and conditions of this Agreement. Said coordinators will be members in good standing of the Alliance and will meet regularly with the Psychiatric Center designated liaison. Designation of the coordinators will meet with the approval of the parties hereto.
2. Provide training for and assistance to those people who wish to become representatives. Encourage its representatives to work with Psychiatric Center staff to facilitate purposes of this Agreement.
3. Authorize those Alliance representatives and provide them with an approved and readily accessible means of identification as such.
4. Assume full responsibility for all activities and actions of their authorized representatives.
5. Demonstrate respect for individuals receiving services at the Psychiatric Center and their right to privacy and will treat any and all information they receive concerning said individuals in a confidential manner.
6. Furnish and maintain with the Psychiatric Center liaison a current list of all authorized representatives.
7. Inform the Psychiatric Center director's office immediately in writing of any condition, act, or action that appear to endanger the welfare of any individual receiving services at the Psychiatric Center.
8. Will respect the legitimate duties and responsibilities as carried out by clinical staff of the Psychiatric Center.
9. Will comply with all directives of Psychiatric Center staff and if authorized representatives are in disagreement with the directives bring the issue to the Psychiatric Center liaison for resolution.

10. Provide the Psychiatric Center with a monthly list of the number and nature of contacts made at the center.

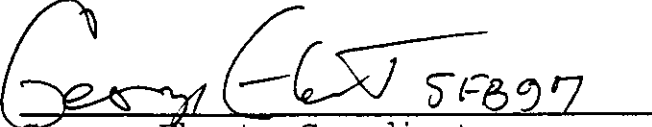
.III. Training Requirements for Peer Advocates

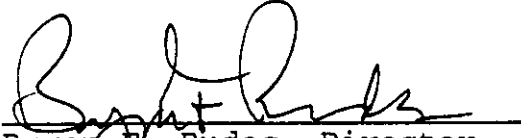
Each peer advocate will have received formal training in the following areas:

- a. Mental Hygiene law
- b. Ethics and Confidentiality
- c. Skills in Negotiation
- d. Systems Advocacy
- e. Self-Help Skills
- f. Protection and Advocacy Legislation
- g. Patient's Rights
- h. The Public Mental Health System and the roles of State Facilities
- i. Benefits and Entitlements
- j. Mental Health and Generic Services in the Community
- k. Cultural Competency
- l. Sexual Harassment and Discrimination Prevention

XI. Conflict Resolution Procedure

Should an unresolvable conflict between the Psychiatric Center and the Alliance arise from differences of opinion, etc., and either party feels that the matter in question requires immediate review, the Psychiatric Center director shall convene a committee comprised of the signatories to the Agreement or their designees, the Psychiatric Center liaison, and one (1) Alliance representative to review the issue(s) of dispute or conflict. Responsibility and authority for safeguarding of the welfare of hospitalized individuals at the Psychiatric Center rests, by law, with the Executive Director of the Psychiatric Center.

  
George Ebert, Coordinator  
Mental Patients Liberation  
Alliance

  
Bryan F. Rudes, Director  
Richard H. Hutchings  
Psychiatric Center