



COUNTY OF HUMBOLDT

For the meeting of: July ²⁵ 14, 2017

Date: June 13, 2017

To: Board of Supervisors

From: Connie Beck, Director
Department of Health and Human Services –Mental Health

du for CB

Subject: Memorandum of Understanding with Redwood Coast Regional Center Regarding the Provision of Mental Health Services to Clients with Developmental Disabilities

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached Memorandum of Understanding, regarding the provision of mental health services to individuals that have been diagnosed with developmental disability and mental illness, between the County of Humboldt and Redwood Coast Regional Center;
2. Authorize the Interim Director of the Humboldt County Department of Health and Human Services – Mental Health (“DHHS – Mental Health”) to execute the attached Memorandum of Understanding with Redwood Coast Regional Center; and
3. Authorize the DHHS – Mental Health Director, or a designee thereof, to sign future amendments to the attached Memorandum of Understanding, after review and approval by County Counsel, Risk Management and the County Administrative Officer.

SOURCE OF FUNDING:

Mental Health Fund

Prepared by Diane Goldsmith Harger, MA Administrative Analyst II CAO Approval *Erikman Hayes*

REVIEW:	Auditor <i>WJH</i>	County Counsel <i>Sm</i>	Human Resources <i>KKen</i>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-10, C-25, C-11, C-7
Meeting of: 3/26/06, 8/26/08, 7/12/11, 5/13/14

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Wilson* Seconded by Supervisor *Fennell*
 Ayes *Fennell, Wilson, Sundberg*
 Nays _____
 Abstain _____
 Absent *Bass, Bohn*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *July 25, 2017*
 By: *Kathy Hayes*
 Kathy Hayes, Clerk of the Board

DISCUSSION:

In 2004, the California Department of Mental Health, now known as the California Department of Health Care Services, encouraged county mental health departments throughout the state to collaborate with local regional centers in providing appropriate mental health services to individuals that have been dually diagnosed with developmental disability and mental illness.

In 2006, the County of Humboldt ("County") entered into a Memorandum of Understanding ("MOU") with Redwood Coast Regional Center ("RCRC") for the provision of mental health services to dually diagnosed clients as required by California Welfare and Institutions Code Section 4696.1(b). On May 13, 2014, the County entered into a subsequent MOU with RCRC regarding the provision mental health services to such clients, which is scheduled to expire on June 30, 2017.

The attached MOU with RCRC identifies staff that will be responsible for the coordination and development of a general plan for crisis intervention and psychiatric hospitalization services, and provides for interagency training, dispute resolution and annual review as required by the California Welfare and Institutions Code. The attached MOU also clarifies the financial responsibilities of the County and RCRC for clients who no longer meet the criteria for medical necessity.

The attached MOU comes to the Board after the start date thereof due to inadvertent delays that occurred during the negotiation process.

Staff recommends that the Board approve, and authorize the Interim Mental Health Director to execute, the attached MOU with RCRC in order to ensure the continued provision of appropriate mental health services to clients that have been diagnosed with developmental disability and mental illness.

FINANCIAL IMPACT:

Pursuant to the terms of the attached MOU, the County shall be responsible for the provision of mental health services to dually diagnosed clients during a period of medical necessity. In the event provision of mental health services to such dually diagnosed clients is continued beyond the period of medical necessity, the client will be placed on "administrative days." For purposes of the attached MOU, the term "administrative days" is defined as those days in which a dually diagnosed client is awaiting discharge from an acute care facility, but does not meet the Medi-Cal requirements for billing at an acute rate.

The County is currently required to pay all costs and expenses incurred during the first administrative day or as negotiated by both parties. RCRC is responsible for reimbursing the County for all costs and expenses incurred during any and all subsequent administrative days at the Medi-Cal established administrative day rate less any cost eligible for recoupment.

The annual costs incurred by the County pursuant to the terms of the attached MOU during the period of July 1, 2017 to June 30, 2020 is projected to be less than Fifteen Thousand Dollars (\$15,000.00). Funding for such expenditures is included in the Mental Health Administrative Budget Unit 1170-424.

Approving the attached MOU with RCRC supports the Board of Supervisors' Strategic Framework by seeking to protect vulnerable populations and creating opportunities for improved health and safety.

OTHER AGENCY INVOLVEMENT:

None.

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OTHER AGENCY INVOLVEMENT:

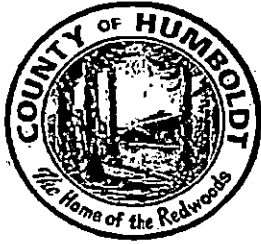
None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors could choose not to approve the attached MOU with RCRC. However, this alternative is not recommended since allowing the current MOU to expire will cause the County to be in violation of California Welfare and Institutions Code Section 4696.1(b).

ATTACHMENTS:

1. Memorandum of Understanding with the Redwood Coast Regional Center for Fiscal Years 2017-2018 through 2019-2020



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-7

For the meeting of: May ¹³ 6, 2014

Date: March 28, 2014

To: Board of Supervisors

From: Phillip R. Crandall, Director *AG, Joo PC*
Department of Health and Human Services-Mental Health

Subject: Memorandum of Understanding with Redwood Coast Regional Center to Provide Mental Health Services to Clients with Developmental Disabilities for Fiscal Years 2015-2017

RECOMMENDATION(S):

That the Board of Supervisors:

1. Review and approve the attached Memorandum of Understanding (MOU) between Humboldt County Department of Health and Human Services (DHHS)-Mental Health and Redwood Coast Regional Center (RCRC) for Fiscal Years 2015-2017;
2. Authorize the Director of DHHS-Mental Health (DHHS-MH) to sign three (3) originals of the attached MOU; and
3. Direct the Clerk of the Board to return the executed Agenda Item to the DHHS-Contract Unit for forwarding to DHHS-Mental Health.

SOURCE OF FUNDING:

Mental Health Fund

Prepared by Diane Goldsmith Harger, MA. CAO Approval *Linda Olsen*

REVIEW: Auditor *WBM* County Counsel *KR* Human Resources *AK/OK* Other

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Bass* Seconded by Supervisor *Sundberg*
Ayes *Sundberg, Lovelace, Bohn, Fennell, Bass*
Nays
Abstain
Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. C-10, C-25, C-11

Meeting of: 3/26/06, 8/26/08, 7/12/11

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *May 13, 2014*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

DISCUSSION:

In 2004, the California Department of Mental Health (now known as the California Department of Health Care Services) encouraged Mental Health Departments, via its policy Letter 04-06, to collaborate with local Regional Centers in providing appropriate mental health services to dually diagnosed individuals (developmental disability and mental health) that require services by both the County Mental Health Department and the Regional Center.

Since 2006, as required by Welfare and Institutions Code §4696.1(b), DHHS-MH and the RCRC have had a Memorandum of Understanding (MOU) for the provision of services to clients with developmental disabilities who require mental health services.

The attached MOU (Attachment 1) identifies staff that will be responsible for coordination and development of a general plan for crisis intervention and psychiatric hospitalization services, provides for interagency training, provides for problem resolution, and annual review as required by Welfare and Institutions Code. The attached MOU also clarifies the financial responsibility of the Regional Center for clients who no longer meet medical necessity and are placed on "Administrative Days". Administrative Days means those days a client is in an acute care facility awaiting discharge but does not meet the requirements of the Medi-Cal system for billing at an acute care rate.

FINANCIAL IMPACT:

DHHS-MH is responsible for the first Administrative Day. RCRC shall be responsible for all Administrative Days beyond the first day and shall reimburse DHHS-MH for such administrative inpatient days. The daily rate, not to exceed the State Medi-Cal established Hospital inpatient daily rate, will be charged at the current rate for DHHS-MH Inpatient services per the rate schedule approved by the Board, less any cost eligible for recoupment.

The annual cost to DHHS-MH for this MOU with RCRC is projected to be less than \$5,000.00 per Fiscal Year. Funding for this agreement is included in the Mental Health Administrative Budget Unit 1170-424. The Mental Health Fund has sufficient funds to cover the cost of this MOU for Fiscal Year 2014-15 and the anticipated costs for Fiscal Years 2015-2017.

Approving this MOU supports the Board's Strategic Framework by seeking to protect vulnerable populations and creating opportunities for improved health and safety.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve this MOU. However, DHHS-MH does not recommend this alternative. The MOU with RCRC is required by §4696.1(b) of Welfare and Institutions Code; it seeks to improve the quality of life for mutually served individuals, enhance the current relationship, and assure ongoing communication between DHHS-MH and RCRC.

ATTACHMENTS:

1. Memorandum of Understanding with the Redwood Coast Regional Center.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
MENTAL HEALTH
AND
REDWOOD COAST REGIONAL CENTER
July 1, 2014 to June 30, 2017**

I. PRINCIPLES:

- To improve quality of life for mutually served clients
- To enhance the current relationship and assure ongoing communication between the Humboldt County Department of Health and Human Services-Mental Health (DHHS-MH) and the Redwood Coast Regional Center (RCRC)
- To increase leadership, communication, and organizational effectiveness between RCRC and DHHS-MH
- To optimize the utilization of agency resources by building on the strengths of each organization
- To maximize a coordinated interagency response that results in improved outcomes for mutually served individuals
- To communicate openly about available resources and engage in collaborative processes that support the complex and dynamic needs of individual clients to the extent resources are appropriate and available
- To ensure services are delivered with a wellness focus (which includes concepts of recovery and resilience)

II. STAFF LIAISONS:

Purpose: To identify the staff responsible for coordinating service activity between the two agencies, identifying dually-diagnosed clients of mutual concern and problem resolution for consumers served by both systems.

A. Coordinating service activity between the two agencies

1. Case coordinators at the two agencies will have the primary responsibility of coordinating service activities between the two agencies.
2. If agreement can not be reached between the two case coordinators, the case will be referred to the appropriate unit supervisors, as outlined in the Problem Resolution Process provided in section VI of this Memorandum of Understanding (MOU).

B. Identifying dually-diagnosed clients of mutual concern

1. Case coordinators at the two agencies will have the primary responsibility of identifying dually-diagnosed clients of mutual concern.
2. If agreement can not be reached between the two case coordinators, the case will be referred to the appropriate unit supervisors, as outlined in the Problem Resolution Process provided in section VI of this MOU.

- C. A problem resolution process for those clients served by both systems is provided in section VI of this MOU.
- D. Contact information for the above noted positions, and the positions noted in the problem resolution process, is included in Exhibit A (Agency Liaisons).

III. GENERAL PLAN FOR OUTPATIENT TREATMENT AND CRISIS INTERVENTION SERVICES:

Purpose: To assure that the development and maintenance of a collaborative plan occurs for clients with developmental disabilities that require mental health services from DHHS-MH.

A. Non-Crisis Based Services

1. Persons with developmental disabilities who are perceived to be in need of mental health services shall be referred to DHHS-MH with the usual referral protocol and forms. Such persons will receive an evaluation and assessment to determine the extent of their need for mental health services.
2. Eligibility for mental health services provided by DHHS-MH will be determined by DHHS-MH, subject to the criteria for medical necessity set forth in the Medi-Cal Specialty Mental Health Services Regulations (Exhibit B Medical Necessity Criteria for Specialty Mental Health Services [California Code of Regulations Title 9 Division 1 Section 1830.205]).
3. DHHS-MH will provide appropriate mental health services to clients with developmental disabilities just as they provide mental health services to the public. A developmental disability and mental illness will in no way exclude clients from receiving appropriate services from either DHHS-MH or RCRC.
4. Clients with mental health issues who are perceived to have a developmental disability shall be referred by DHHS-MH to RCRC per RCRC's usual referral process. Such clients will be scheduled for an intake evaluation per RCRC's standard protocol.
5. Case Conference Protocol for non-crisis based services for mutually served clients:
 - a. DHHS-MH and RCRC will each designate a case coordinator who will be responsible to arrange meeting dates and times, provide notification to other agency staff of need to participate in the case conference, and arranging case conference agendas/schedule of cases.
 - b. Case conferences will occur as needed or requested by the case clinicians.
 - c. Case conferences will be individual-specific and provide a forum for proactive planning to coordinate collaborative services for mutually served individuals who have signed release of information forms for both agencies.

B. Crisis-Based Services

1. After hour emergency services provided by DHHS-MH are accessed by calling the County's Psychiatric Emergency Services program at 445-7715 or by presenting at a local hospital Emergency Room. At the time the client presents, DHHS-MH will ascertain if the individual is a client of RCRC. If so, the individual will be asked to sign a release of information form to allow DHHS-MH to contact RCRC regarding the individual's needs and supports. DHHS-MH will notify RCRC within 24 hours of all such cases, including those where the client is held for observation. Presenting clients will receive a mental health evaluation. If it is determined that the client meets the criteria for mental health services, DHHS-MH will either provide or arrange for all needed mental health services.
2. After hour emergency responses provided by RCRC are limited to referral and planning services.
 - a. RCRC can be reached for after-hour emergencies by calling the Eureka RCRC office number (707-445-0893) between 5:00 p.m. and 8:30 a.m. on weekdays as well as 24 hours a day on weekends and holidays. Follow the recorded instructions when the answering machine answers the call. In doing so, callers will be forwarded to RCRC's answering service, which will page on-call personnel for a call-back response.
 - b. When it is discovered during working hours that there is a likelihood of an RCRC client needing after-hours emergency services from DHHS-MH, the RCRC case coordinator will contact both the RCRC on-call staff and the County's Psychiatric Emergency Services program to inform them of this likelihood and what supports are currently in place for the client that might be of assistance if services are needed from DHHS-MH. With written consent from the client to do so, RCRC will fax a written summary of this information to the County's Psychiatric Emergency Services at 476-4066.
 - c. RCRC does provide vendored, intervention services to prevent or ameliorate crisis situations. These services are accessed through the client's RCRC case coordinator during office hours, or through the RCRC on-call staff person outside of business hours. These services may be used to provide temporary additional supports to a client in crisis with the purpose of de-escalating the situation so that the client can remain in the community. This intervention can provide consultations and up to four hours of 2:1 staffing support (only).
3. Case conference protocol for crisis-based services for mutually served clients:
 - a. DHHS-MH and RCRC will each designate a case coordinator. At RCRC the case coordinator will be the client's service coordinator or the designated on-call personnel. At DHHS-MH the case coordinator will be the discharge planner or social worker.
 - b. The case coordinators will be responsible to proactively coordinate

collaborative services for mutually served clients in crisis who have signed release of information forms for both agencies.

- c. Case conferences will occur as needed when crisis situations occur. Case coordinators shall confer within 24 hours of all parties being notified of the crisis situation. Discharge planning will be initiated at this time.

4. Discharge Planning

- a. When the client does not need an extended hospitalization, the DHHS-MH case coordinator will work with the RCRC case coordinator to plan the client's return to the community.
- b. When the client does require an extended hospitalization, the DHHS-MH case coordinator will schedule a case conference within 24 hours. Staff from both agencies will work to make the necessary long-term arrangements. Decision making members of the individual's case conference team will be included in this process.
- c. In both cases and regardless of the type of placement needed, discharge planning will start upon the first contact between DHHS-MH staff and RCRC staff.

C. Presenting diagnosis and determination of medical necessity

1. Regardless of whether services are needed on a crisis or non-crisis basis, DHHS-MH and RCRC case coordinators will work collaboratively with their respective clinicians to determine an accurate and comprehensive presenting diagnosis on a client-by-client basis.
2. As stated in section III.A.2. above, eligibility for mental health services provided by DHHS-MH will be determined by DHHS-MH, subject to the criteria for medical necessity set forth in the Medi-Cal Specialty Mental Health Services Regulations.
3. Should agreement not be reached between DHHS-MH and RCRC regarding either a presenting diagnosis or the determination of medical necessity the case coordinators shall refer the case to the appropriate unit supervisors, as outlined in the Problem Resolution Process provided in section VI of this MOU.

IV. INTERAGENCY TRAINING:

Purpose: To assure that coordinated discussions and resultant training activities occur to maximize mutually served individual outcomes through effective service provision.

As deemed appropriate by the members of the DHHS-MH/RCRC case conference team, DHHS-MH and RCRC agree to provide at least one joint training per year for their combined staff and other trainings as mutually agreed upon and as requested by community providers, residential facilities, and intermediary facilities. These trainings may include, but are not limited to, the following:

- Crisis prevention
- Proactively recognizing crisis situations
- Agency roles and responsibilities
- Effective interventions
- Interagency collaboration with law enforcement agencies
- Other trainings mutually agreed upon toward improving knowledge and resultant services to mutually served individuals.

V. PAYMENT:

- A. DHHS-MH will be responsible for the provision of mental health services during a period of medical necessity for Regional Center clients with a primary Specialty Mental Health diagnosis and who are Medi-Cal beneficiaries.
- B. Regarding services provided beyond the period of medical necessity for RCRC clients with a primary Specialty Mental Health diagnosis and who are Medi-Cal beneficiaries:
1. If discharge is delayed beyond the period of medical necessity, the client will be placed on administrative days. DHHS-MH shall notify RCRC of such a delay within 24 hours of a determination to utilize administrative days.
 2. DHHS-MH will be responsible for the cost for up to one Administrative Day.
 3. RCRC shall be financially responsible for all Administrative days beyond the first and shall reimburse DHHS-MH for such administrative inpatient days at the State (Medi-Cal) established administrative day rate, less any cost eligible for recoupment.
 4. If RCRC requests the assistance of the DHHS-MH to provide or facilitate admission to a psychiatric inpatient facility for a RCRC client who does not meet acute mental health services medical necessity criteria, RCRC will be financially responsible for the client's inpatient stay.
- C. RCRC shall pay DHHS-MH for services described above subsequent to DHHS-MH's submission of an itemized bill with copies of associated Explanations of Benefits from all sources of potential reimbursement as noted in Section V.B.3. Such payment will be made by RCRC within 30 days of receipt of the invoice and supporting material, unless the invoice is contested for any reason.

VI. PROBLEM RESOLUTION:

Purpose: To assure a well defined and multi-level Problem Resolution Process.

- A. **Level 1:** The appropriate DHHS-MH/RCRC unit supervisors will meet when case coordinators can not resolve issues that arise which require problem resolution.
- B. **Level 2:** The identified Administrative/Program Liaison will meet to resolve those issues not resolved at Level 1.

- C. **Level 3:** DHHS-MH/RCRC agency Directors agree to meet or confer when the Level One and Two processes do not resolve problems and/or issues.
- D. **Level 4:** Upon consensus from both DHHS-MH and RCRC agency Directors, State-level guidance or technical assistance will be sought from the California Department of health Care Services and the California Department of Developmental Services.

VII. ANNUAL REVIEW:

The Director of DHHS-MH and the Director of RCRC or their staff liaisons agree to meet no less than annually to:

- A. Review the effectiveness of interagency collaboration.
- B. Address any outstanding policy and procedure issues between the two agencies.
- C. Establish the direction and priorities for ongoing collaborative efforts between the two agencies.

VIII. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the written mutual consent of both parties.

IX. TERM:

This MOU will remain in effect for a period of three years from July 1, 2014. (7-1-14 to 6-30-17)



Asha George, Ph.D., Director
Department of Health and Human Services
Mental Health

Date: 5/16/14



Clay Jones, Executive Director
Redwood Coast Regional Center

Date: 4/1/14

EXHIBIT A
Primary Agency Liaisons

Adult Services

Mental Health: Helene Barney, Senior Program Manager- Adult Behavioral Services
Phone: 441-4620

Redwood Coast Regional Center: Kathleen Kasmire, Adult Services Manager, 445-0893
ext. 327

Children and Adolescent Services

Mental Health: Children's Clinic Senior Program Manager
Phone: 268-2800 Toll Free 1-888-849-5728

Redwood Coast Regional Center Phone: 445-0893
Children Services Manager: Sue Ayer, Ext. 352

Crisis/Emergency Services Liaisons

Mental Health: Jet DeKruise, Senior Program Manager-24 Hour Services
Phone: 268-2967 Toll Free 1-888-849-5728

Redwood Coast Regional Center Phone: 445-0893
Adult Services: Kathleen Kasmire, Ext. 327
Children Services: Sue Ayer, Ext. 352

Administrative/Program Liaisons

Mental Health: Asha George, Ph.D., Mental Health Director
Phone: 268-2990

Redwood Coast Regional Center: 445-0893
Director of Clinical & Community Services, Kim Nash, Ext. 343
Director of Client Services. Mary Block, Ext. 368

Managed Care Payment/Authorization Issues

Mental Health: Paul Bugnacki, Quality Improvement Coordinator
Phone: 268-2937

Medication Support Services

Mental Health: Whitney Williamson, Outpatient Nursing-Adult
Phone: 476-4008

Marta Preusser, Outpatient Nursing-Children and Family Services
Phone: 268-2814

EXHIBIT B
Medical Necessity Criteria for Specialty Mental Health Services
(California Code of Regulations Title 9 Division 1 Section 1830.205)

The beneficiary must meet criteria outlined in **all** Subsections (1)-(3) below to be eligible for services:

(1) Have **one** of the following diagnoses in the current Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association:

- Pervasive Developmental Disorders, except Autistic Disorders
- Disruptive Behavior and Attention Deficit Disorders
- Feeding and Eating Disorders of Infancy and Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood, or Adolescence
- Schizophrenia and other Psychotic Disorders, except Psychotic Disorders due to a General Medical Condition
- Mood Disorders, except Mood Disorders due to a General Medical Condition
- Anxiety Disorders, except Anxiety Disorders due to a General Medical Condition
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identity Disorder
- Impulse Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders related to other included diagnoses.

(2) Have at least **one** of the following impairments as a result of the mental disorder(s) listed in Subsection (b)(1) above:

- A significant impairment in an important area of life functioning.
- A reasonable probability of significant deterioration in an important area of life functioning.
- Children also qualify if there is a reasonable probability a child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder which can be corrected or ameliorated (current EPSDT regulations also apply).

(3) Meet **each** of the intervention criteria listed below:

- The focus of the proposed intervention is to address the condition identified in Section (2) above **and**
- The expectation is that the proposed intervention will significantly diminish the impairment, or prevent significant deterioration in an important area of life functioning, and/or for children it is probable the child will progress developmentally as individually appropriate or if covered by EPSDT can be corrected or ameliorated), **and**
- The condition would not be responsive to physical health care based treatment.

Excluded Diagnosis

- Mental retardation
- Learning disorders
- Motor skills disorder
- Communication disorders
- Autistic disorder other pervasive developmental disorders are included

- Tic disorders
- Delirium, dementia, and amnesic and other cognitive disorders
- Mental disorders due to general medical condition
- Substance-related disorders
- Sexual dysfunctions
- Sleep disorders
- Antisocial personality disorder
- Other conditions that may be a focus of clinical attention, except medication induced movement disorders which are included

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
REDWOOD COAST REGIONAL CENTER
FOR FISCAL YEARS 2017-2018 THROUGH 2019-2020**

This Memorandum of Understanding (“MOU”), entered into this 25th day of July, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Redwood Coast Regional Center, a California not-for-profit corporation, hereinafter referred to as “RCRC,” is made upon the following considerations:

WHEREAS, RCRC offers services and supports for children and adults with developmental disabilities who live in Del Norte, Humboldt, Lake and Mendocino Counties through a contract with the California Department of Developmental Services; and

WHEREAS, COUNTY, is required to provide specialty mental health services to eligible Humboldt County Medi-Cal beneficiaries as part of COUNTY’s Medi-Cal Managed Mental Health Care Program; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Mental Health (“DHHS – Mental Health”), currently collaborates with RCRC to ensure that appropriate mental health services are provided to individuals that have been dually diagnosed with developmental disability and mental illness; and

WHEREAS, the benefits of such a collaborative relationship between COUNTY and RCRC, include without limitation, increased leadership, communication, and organizational effectiveness between DHHS – Mental Health and RCRC, increased utilization of agency resources, increased coordination of interagency responses and assurance that services are delivered with a wellness focus, which includes concepts of recovery and resilience; and

WHEREAS, COUNTY finds that continuation of such interagency cooperation is needed to ensure that the complex and dynamic needs of dually diagnosed clients are met to the greatest extent possible; and

WHEREAS, the parties desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the continued provision of appropriate mental health services to individuals that have been dually diagnosed with developmental disability and mental illness.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF RCRC:

- A. **Referral of Clients for Non-Crisis Based Services.** RCRC shall refer clients with developmental disabilities, who are perceived to be in need of non-crisis based mental health services, to COUNTY for evaluation and assessment using the standard referral protocols and forms.
- B. **Referral of Clients for Crisis-Based Services.** When it is discovered during working hours that there is a likelihood of an RCRC client needing after-hours emergency services from COUNTY, RCRC’s case coordinator will contact both RCRC on-call staff and COUNTY’s Crisis Stabilization Unit to alert DHHS – Mental Health of this potential need for mental health services.

RCRC's case coordinator shall inform DHHS – Mental Health of the supports that are currently in place for the client that might be of assistance if services are needed from COUNTY. After receiving written consent from the client, RCRC will fax a written summary of such information to COUNTY's Crisis Stabilization Unit at 476-4066. After hour emergency responses provided by RCRC shall be limited to referral and planning services.

- C. **Provision of Crisis Intervention Services.** RCRC may provide third-party, intervention services to clients in crisis with the purpose of de-escalating the situation so that such clients can remain in the community. Such services shall be accessed through the client's RCRC case coordinator during office hours, or through the RCRC on-call staff person outside of business hours. Crisis intervention services shall consist of client consultations and shall not exceed four (4) hours of two (2) to one (1) staffing support.

2. **RIGHTS AND RESPONSIBILITIES OF COUNTY:**

- A. **Provision of Mental Health Services.** COUNTY shall be responsible for the provision of mental health services during a period of medical necessity for Medi-Cal eligible RCRC clients. COUNTY will provide appropriate mental health services to clients with developmental disabilities in the same manner that mental health services are provided to the general public. Neither developmental disability nor mental illness will exclude clients from receiving appropriate services from either COUNTY or RCRC.
- B. **Determination of Service Eligibility.** COUNTY shall be responsible for verifying the Medi-Cal eligibility of all dually diagnosed clients prior to providing mental health services pursuant to the terms and conditions of this MOU, including, without limitation, determining whether clients meet the criteria for medical necessity set forth in Section 1830.205 of Title 9 of the California Code of Regulations, which are attached hereto as Exhibit B – Medical Necessity Criteria for Specialty Mental Health Services and incorporated herein by reference. If it is determined that the client meets the criteria for mental health services, COUNTY will either provide, or arrange for the provision of, all necessary mental health services.
- C. **Notification of Provision of Services to Mutually Served Clients.** COUNTY shall be responsible for ascertaining whether individuals referred to COUNTY's Crisis Stabilization Unit or Psychiatric Health facility are clients of RCRC at the time of initial evaluation. If so, the individual, parent, guardian or other person entitled to the individual's custody will be asked to sign a release of information form to allow COUNTY to contact RCRC regarding the individual's needs and supports. COUNTY will notify RCRC within twenty-four (24) hours of all such cases, including those where the client is held for observation.
- D. **Referral of Individuals with Developmental Disabilities.** COUNTY shall refer individuals with mental health issues who are perceived to have a developmental disability to RCRC using the standard referral protocols and forms.

3. **MUTUAL RIGHTS AND RESPONSIBILITIES:**

- A. **Designation of Case Coordinators.** COUNTY and RCRC will each designate a case coordinator who will have the primary responsibility of proactively coordinating collaborative services, identifying dually-diagnosed clients of mutual concern and problem resolution for mutually served clients. Contact information for case coordinators is set forth in Exhibit A – Primary Agency Liaisons, which is attached hereto and incorporated herein by reference.

- B. Determination of Presenting Diagnosis.** Case coordinators will work collaboratively with their respective clinicians to determine an accurate and comprehensive presenting diagnosis on a client-by-client basis.
- C. Case Conference Protocol for Non-Crisis Based Services.** Case coordinators shall arrange meeting dates and times of, and provide notification to other agency staff of need to participate in, individual-specific case conferences regarding the provision of non-crisis based services. Such case conferences will provide a forum for proactive planning to coordinate collaborative services for mutually served clients who have signed both COUNTY and RCRC release of information forms. Case conferences regarding the provision of non-crisis based services will occur as needed or requested by the case clinicians.
- D. Case Conference Protocol for Crisis-Based Services.** Case coordinators shall be responsible for proactively coordinating case conferences for mutually served clients in crisis who have signed both COUNTY and RCRC release of information forms. Such case conferences will occur as needed when crisis situations occur. Case coordinators shall confer and schedule case conferences regarding the provision of crisis-based services within twenty-four (24) hours of all parties being notified of the crisis situation.
- E. Discharge Planning.** In the event a mutually served client does not need to be hospitalized for an extended period of time, COUNTY's case coordinator will schedule a discharge planning conference with the RCRC case coordinator within twenty-four (24) hours of such determination. Discharge planning conferences will provide staff from both COUNTY and RCRC with an opportunity to collaboratively make the necessary long-term arrangements for the client's return to the community. Decision making members of the client's case conference team will be included in the discharge planning process. Discharge planning shall be initiated upon the first contact between COUNTY staff and RCRC staff.
- F. Interagency Training.** As deemed appropriate by the members of the DHHS-MH/RCRC case conference team, DHHS-MH and RCRC agree to provide at least one (1) joint staff training per year, and other mutually agreed upon trainings as requested by community providers, residential facilities and intermediary facilities. Such trainings may include, without limitation, information regarding crisis prevention, proactive recognition of crisis situations, effective crisis intervention, agency roles and responsibilities regarding the provision of crisis-based services and interagency collaboration with law enforcement agencies.
- G. Annual Review.** The Director of DHHS – Mental Health and the Director of RCRC, or designees thereof, shall meet no less than annually to review the effectiveness of interagency collaboration, address any outstanding policy and procedure issues between COUNTY and RCRC and establish the direction and priorities for ongoing collaborative efforts.
- H. Dispute Resolution.** In the event a dispute between the parties arises, each party agrees to use the following multi-level dispute resolution process to resolve the dispute amicably:
1. The appropriate unit supervisors from both DHHS – Mental Health and RCRC will meet when case coordinators cannot resolve issues that arise which require dispute resolution.
 2. The identified Administrative and/or Program Liaisons for both DHHS – Mental Health and RCRC will meet to resolve those issues not resolved by the appropriate unit supervisors.

3. The Director of DHHS – Mental Health and the Director of RCRC shall meet and confer in any and all situations in which a dispute cannot be resolved by the appropriate unit supervisors and Administrative and/or Program Liaisons.
4. Upon consensus of the Director of DHHS – Mental Health and the Director of RCRC, guidance and/or or technical assistance will be sought from the California Department of Health Care Services and the California Department of Developmental Services.

4. **TERM:**

This MOU shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein.

5. **TERMINATION:**

- A. **Breach of Contract.** Either party may immediately terminate this MOU in the event that the other party materially defaults in performing any obligation under this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein.
- B. **Without Cause.** Either party may terminate this MOU without cause upon sixty (60) days advance written notice to the other party. Such notice shall state the effective date of the termination.
- C. **Reimbursement Upon Termination.** In the event of any termination of this MOU, COUNTY shall be entitled to compensation for unreimbursed services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by RCRC.

6. **REIMBURSEMENT:**

- A. **Utilization of Administrative Days.** In the event discharge of a RCRC client receiving mental health services pursuant to the terms and conditions of this MOU is delayed beyond the period of medical necessity, such client will be placed on administrative days. COUNTY shall notify RCRC of such a delay within twenty-four (24) hours of a determination to utilize administrative days. DHHS-MH will be responsible for the cost for up to one Administrative Day or as negotiated by both parties.
- B. **Financial Responsibility for Administrative Days.** RCRC shall be financially responsible for all administrative days beyond the first administrative day and shall reimburse COUNTY for such administrative days at the Medi-Cal established administrative day rate, less any cost eligible for recoupment.
- C. **Additional Services.** In the event RCRC requests the assistance of the COUNTY to provide or facilitate admission to a psychiatric inpatient facility for a RCRC client who does not meet the medical necessity criteria for the provision of mental health services, RCRC will be financially responsible for the client's inpatient stay.

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7. **PAYMENT:**

Subject to the reimbursement provisions set forth herein, RCRC shall reimburse COUNTY for mental health services provided pursuant to the terms and conditions of this MOU upon COUNTY's submission of itemized invoices. All invoices shall be in the format set forth in Exhibit C – Health Insurance Claim Form (UB-04) for Inpatient Services or Exhibit D – Health Insurance Claim Form (WCMS-1500CS-12) for Outpatient Services, which are attached hereto and incorporated herein by reference, and shall include copies of associated Explanations of Benefits from all sources of potential reimbursement with the exception of an electronic 835 transaction format. Payment for mental health services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU will be made by RCRC within thirty (30) days of receipt of approved invoices and supporting material. All invoices submitted by COUNTY shall be sent to RCRC at the following address:

RCRC: Redwood Coast Regional Center
Attention: Kim Nash
525 Second Street, Suite 300
Eureka, CA 95501

8. **NOTICES AND EMERGENCY CONTACT INFORMATION:**

A. **General Notice Requirements.** Any and all non-emergency notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS-Mental Health
Attention: Mental Health Director
720 Wood Street
Eureka, California 95501

RCRC: Redwood Coast Regional Center
Attention: Kim Nash
525 Second Street, Suite 300
Eureka, California 95501

C. **COUNTY Emergency Contact Information.** COUNTY can be reached for after-hours emergencies by calling COUNTY's Crisis Stabilization Unit at (707) 445-7715.

D. **RCRC Emergency Contact Information.** RCRC can be reached for after-hours emergencies by calling RCRC's Eureka office at (707) 445-0893. Callers will be forwarded to RCRC's answering service, which will page on-call personnel for a call-back response.

9. **REPORTS:**

Each party agrees to prepare and submit any and all reports that may be required by local, state and/or federal agencies for compliance with this MOU. Reports shall be prepared using the format required by the State of California as appropriate.

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10. **RECORD RETENTION AND INSPECTION:**

- A. **Maintenance and Preservation of Records.** Each party hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. **Inspection of Records.** Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. Each party hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by any and all duly authorized local, state and/or federal agencies. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any and all duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.
- C. **Audit Costs.** In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit

11. **CONFIDENTIAL INFORMATION:**

- A. **Disclosure of Confidential Information.** In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. **Continuing Compliance with Confidentiality Laws.** The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. **NON-DISCRIMINATION COMPLIANCE:**

- A. **Professional Services and Employment.** In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. **Compliance with Anti-Discrimination Laws.** Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

13. **NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:**

By executing this MOU, RCRC certifies that it is not a Nuclear Weapons Contractor, in that RCRC is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. RCRC agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if RCRC subsequently becomes a Nuclear Weapons Contractor.

14. **INDEMNIFICATION:**

- A. **Mutual Indemnity.** Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. **Comparative Liability.** Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.

- C. **Effect of Insurance.** Acceptance of the insurance required by this MOU does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to the services performed pursuant to the terms and conditions of this MOU regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

15. INSURANCE REQUIREMENTS:

- A. **General Insurance Requirements.** Without limiting the parties' indemnification obligations set forth herein, each party will maintain at all times during the performance of this MOU, at its own expense, any and all appropriate insurance coverage or self-insurance to cover all of its operations, including, but not limited to, comprehensive general liability, comprehensive automobile, workers' compensation and Professional liability – error and omission policies, in the amount of One Million Dollars (\$1,000,000.00) for each individual policy.
- B. **Insurance Notices.** Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

RCRC: Redwood Coast Regional Center
Attention: Kim Nash
525 Second Street, Suite 300
Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

Each party agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this MOU. Each party further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not

included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

25. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

26. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. RCRC shall inform COUNTY of all requests for interviews by the media related to this MOU before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the DHHS – Mental Health Director.

28. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this MOU to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

29. SURVIVAL:

The duties and obligations of the parties set forth in Section 5(C) – Compensation Upon Termination, Section 10 – Record Retention and Inspection, Section 11 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this MOU.

30. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

31. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

33. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts

of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

34. **ENTIRE AGREEMENT:**

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

35. **AUTHORITY TO EXECUTE:**

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

REDWOOD COAST REGIONAL CENTER:

By:  Date: 6-22-17

Name: RICK BUNKER

Title: EXEC DIRECTOR

By:  Date: 6-23-17

Name: Kim Nash

Title: Asst Director of Clinical & Community Services

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Donna Wheeler, LCSW
Interim Mental Health Director
(Pursuant to the authority granted by the
Humboldt County Board of Supervisors
On _____, 2017, item C-__.

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 7/18/17

LIST OF EXHIBITS:

- Exhibit A – Primary Agency Liaisons
- Exhibit B – Medical Necessity Criteria for Specialty Mental Health Services
- Exhibit C – Health Insurance Claim Form (UB-04) for Inpatient Services
- Exhibit D – Health Insurance Claim Form (WCMS-1500CS-12) for Outpatient Services

EXHIBIT A
PRIMARY AGENCY LIAISONS
Redwood Coast Regional Center
For Fiscal Years 2017-2018 Through 2019-2020

Adult Services:

DHHS – Mental Health: Patricia Hawk, Senior Program Manager- Adult Behavioral Services, Phone: 683-6091

Redwood Coast Regional Center: Rob Enge, Client Services Supervisor, Phone: 445-0893 Ext. 340

Children and Adolescent Services:

DHHS – Mental Health: Children’s Clinic Senior Program Manager, Phone: 268-2800 or 1-888-849-5728

Redwood Coast Regional Center: Rob Enge, Client Services Supervisor, Phone 445-0893 Ext. 340

Crisis/Emergency Services Liaisons:

DHHS – Mental Health: Teri Vodden, Senior Program Manager – 24-Hour Services, Phone: 267-8168 or 1-888-849-5728

Redwood Coast Regional Center: Rob Enge, Client Services Supervisor, Phone: 445-0893 Ext. 340

Administrative/Program Liaisons:

DHHS – Mental Health: Donna Wheeler, Interim Mental Health Director, Phone: 268-2990

Redwood Coast Regional Center: Kim Nash, Director of Clinical & Community Services, Phone: 445-0893

Ext. 343

Redwood Coast Regional Center: Mary Block, Director of Client Services, Phone: 445-0893 Ext. 368

Managed Care Payment/Authorization Issues:

DHHS – Mental Health: Paul Bugnacki, Quality Improvement Coordinator, Phone: 268-2937

Medication Support Services:

DHHS – Mental Health: Whitney Williamson, Outpatient Nursing – Adult, Phone: 476-4008

DHHS – Mental Health: Marta Preusser, Outpatient Nursing – Children and Family Services, Phone: 268-2814

EXHIBIT B
MEDICAL NECESSITY CRITERIA FOR SPECIALTY MENTAL HEALTH SERVICES
Redwood Coast Regional Center
For Fiscal Years 2017-2018 Through 2019-2020

The criteria set forth in Sections 1 through 3 below must be met prior to the provision of mental health services pursuant to the terms and conditions of this MOU.

1. DIAGNOSES:

Beneficiaries must have one (1) of the following diagnoses in the current Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association:

- Pervasive Developmental Disorders, except Autistic Disorders
- Disruptive Behavior and Attention Deficit Disorders
- Feeding and Eating Disorders of Infancy and Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood, or Adolescence
- Schizophrenia and other Psychotic Disorders, except Psychotic Disorders due to a General Medical Condition
- Mood Disorders, except Mood Disorders due to a General Medical Condition
- Anxiety Disorders, except Anxiety Disorders due to a General Medical Condition
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identity Disorder
- Impulse Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders related to other included diagnoses.

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2. IMPAIRMENTS:

Beneficiaries must have at least one (1) of the following impairments as a result of the mental disorder(s) listed in Section 1 above:

- A significant impairment in an important area of life functioning.
- A reasonable probability of significant deterioration in an important area of life functioning.
- Children also qualify if there is a reasonable probability a child will not progress developmentally as individually appropriate. Children covered under Early and Periodic Screening Diagnosis and Treatment (“EPSDT”) qualify if they have a mental disorder which can be corrected or ameliorated (current EPSDT regulations also apply).

3. INTERVENTION CRITERIA:

The proposed intervention must meet each of the intervention criteria listed below:

- The focus of the proposed intervention is to address the condition identified in Section 2 above; and
- The expectation is that the proposed intervention will significantly diminish the impairment, or prevent significant deterioration in an important area of life functioning, and/or for children it is probable the child will progress developmentally as individually appropriate or if covered by EPSDT can be corrected or ameliorated; and
- The condition would not be responsive to physical health care based treatment.

4. EXCLUDED DIAGNOSIS:

- Mental retardation
- Learning disorders
- Motor skills disorder
- Communication disorders
- Autistic disorder other pervasive developmental disorders are included
- Tic disorders
- Delirium, dementia, and amnesic and other cognitive disorders
- Mental disorders due to general medical condition
- Substance-related disorders
- Sexual dysfunctions

- Sleep disorders
- Antisocial personality disorder
- Other conditions that may be a focus of clinical attention, except medication induced movement disorders which are included.

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.

EXHIBIT C
HEALTH INSURANCE CLAIM FORM (UB-04) FOR INPATIENT SERVICES
 Redwood Coast Regional Center
 For Fiscal Years 2017-2018 Through 2019-2020

1		7														3a PAT CONT #		3b MED REC #		4																				
8 PATIENT NAME		9 PATIENT ADDRESS														5 FED TAX NO		6 STATEMENT COVER PERIOD FROM		7 THROUGH																				
10 BIRTHDATE		11 SEX	12 DATE		13 ADDR 1		14 ADDR 2		15 ADDR 3		16 DHR		17 STAT		18		19		20		21		22		23		24		25		26		27		28		29		30	
31 OCCURRENCE DATE		32 OCCURRENCE CODE		33 OCCURRENCE DATE		34 OCCURRENCE CODE		35 OCCURRENCE DATE		36 OCCURRENCE CODE		37 OCCURRENCE DATE		38 OCCURRENCE CODE		39 OCCURRENCE DATE		40 OCCURRENCE CODE		41 OCCURRENCE DATE		42 OCCURRENCE CODE		43 OCCURRENCE DATE		44 OCCURRENCE CODE		45 OCCURRENCE DATE		46 OCCURRENCE CODE		47 OCCURRENCE DATE		48 OCCURRENCE CODE						
30		39 VALUE CODE		40 VALUE CODE		41 VALUE CODE		42 VALUE CODE		43 VALUE CODE		44 VALUE CODE		45 VALUE CODE		46 VALUE CODE		47 VALUE CODE		48 VALUE CODE		49 VALUE CODE		50 VALUE CODE		51 VALUE CODE		52 VALUE CODE		53 VALUE CODE		54 VALUE CODE		55 VALUE CODE		56 VALUE CODE				
42 REV CD		43 DESCRIPTION														44 HPCS RATE		45 HPCS CODE		46 SERV DATE		47 SERV UNITS		48 TOTAL CHARGES		49 NON-COVERED CHARGES														
PAGE		OF														CREATION DATE		TOTALS																						
60 PAYER NAME		61 HEALTH PLAN ID				62 P. RB		63 PAYER'S LICENSE #		64 PRIOR PAYMENTS		65 EST. AMOUNT DUE		66 NPI		67 OTHER PRV ID																								
68 INSURED'S NAME				69 P. RB				70 PAYER'S LICENSE #				71 GROUP NAME				72 INSURANCE GROUP NO.																								
73 TREATMENT AUTHORIZATION CODES								74 DOCUMENT CONTROL NUMBER								75 EMPLOYER NAME																								
76 ADMIT DR		77 PATIENT READMIT DR		78 PPS CODE		79 ICD		80		81		82		83		84		85		86		87		88		89		90		91		92		93						
76 ORIGINAL PROCEDURE CODE		77 OTHER PROCEDURE CODE		78 ORIGINAL PROCEDURE DATE		79 OTHER PROCEDURE DATE		80 ORIGINAL PROCEDURE CODE		81 OTHER PROCEDURE CODE		82 ORIGINAL PROCEDURE DATE		83 OTHER PROCEDURE DATE		75 ATTENDING NPI		76 QUAL		77 LAST		78 FIRST		79 LAST		80 FIRST		81 LAST		82 FIRST		83 LAST		84 FIRST						
85 ORIGINAL PROCEDURE CODE		86 OTHER PROCEDURE CODE		87 ORIGINAL PROCEDURE DATE		88 OTHER PROCEDURE DATE		89 ORIGINAL PROCEDURE CODE		90 OTHER PROCEDURE CODE		91 ORIGINAL PROCEDURE DATE		92 OTHER PROCEDURE DATE		75 OPERATING NPI		76 QUAL		77 LAST		78 FIRST		79 LAST		80 FIRST		81 LAST		82 FIRST		83 LAST		84 FIRST						
93 REMARKS				94 ICD		95		96		97		98		99		75 OTHER NPI		76 QUAL		77 LAST		78 FIRST		79 LAST		80 FIRST		81 LAST		82 FIRST		83 LAST		84 FIRST						

EXHIBIT D
HEALTH INSURANCE CLAIM FORM (WCMS-1500CS-12) FOR OUTPATIENT SERVICES
 Redwood Coast Regional Center
 For Fiscal Years 2017-2018 Through 2019-2020



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

1 MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK 1 UNIG <input type="checkbox"/> OTHER <input type="checkbox"/> <small>(Medicare #) (Medicaid #) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#)</small>										1a INSURED'S I.D. NUMBER (For Program in Item 1)																																												
2 PATIENT'S NAME (Last Name, First Name, Middle Initial)										3 PATIENT'S BIRTH DATE MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/>					4 INSURED'S NAME (Last Name, First Name, Middle Initial)																																							
5 PATIENT'S ADDRESS (No. Street)										6 PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>					7 INSURED'S ADDRESS (No. Street)																																							
CITY					STATE					CITY					STATE																																							
ZIP CODE					TELEPHONE (Include Area Code)					ZIP CODE					TELEPHONE (Include Area Code)																																							
8 OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)										10 IS PATIENT'S CONDITION RELATED TO										11 INSURED'S POLICY GROUP OR FECA NUMBER																																		
a OTHER INSURED'S POLICY OR GROUP NUMBER										a EMPLOYMENT? (Current or Previous) YES <input type="checkbox"/> NO <input type="checkbox"/>										a INSURED'S DATE OF BIRTH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/>																																		
b RESERVED FOR NUCC USE										b AUTO ACCIDENT? YES <input type="checkbox"/> NO <input type="checkbox"/> PLACE (State) _____										b OTHER CLAIM ID (Designated by NUCC)																																		
c RESERVED FOR NUCC USE										c OTHER ACCIDENT? YES <input type="checkbox"/> NO <input type="checkbox"/>										c INSURANCE PLAN NAME OR PROGRAM NAME																																		
d INSURANCE PLAN NAME OR PROGRAM NAME										10d CLAIM CODES (Designated by NUCC)										d IS THERE ANOTHER HEALTH BENEFIT PLAN? YES <input type="checkbox"/> NO <input type="checkbox"/> <i>If yes, complete items 9, 9a and 9d</i>																																		
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.																																																						
12 PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.															13 INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.																																							
SIGNED _____															SIGNED _____																																							
DATE _____															DATE _____																																							
14 DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL _____										15. OTHER DATE MM DD YY QUAL _____										16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY																																		
17 NAME OF REFERRING PROVIDER OR OTHER SOURCE										17a. _____					17b. NPI _____					18 HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY																																		
19 ADDITIONAL CLAIM INFORMATION (Designated by NUCC)															20 OUTSIDE LAB? YES <input type="checkbox"/> NO <input type="checkbox"/> \$ CHARGES _____																																							
21 DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Retests A-I to service line below (24E) ICD Ind: _____															22 RESUBMISSION CODE _____ ORIGINAL REF NO _____																																							
A _____ B _____ C _____ D _____ E _____ F _____ G _____ H _____ I _____ J _____ K _____ L _____															23 PRIOR AUTHORIZATION NUMBER _____																																							
24 A. DATE(S) OF SERVICE From: MM DD YY To: MM DD YY										B. PLACE OF SERVICE _____					C. EMG _____					D. PROCEDURES, SERVICES OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS _____ MODIFIER _____					E. DIAGNOSIS POWER _____					F. \$ CHARGES _____					G. DAYS OR UNITS _____					H. (EPSO) Family Plan _____					I. ID QUAL _____					J. RENDERING PROVIDER ID # _____				
1																																																						
2																																																						
3																																																						
4																																																						
5																																																						
6																																																						
25 FEDERAL TAX I.D. NUMBER _____										SSN EIN _____					26 PATIENT'S ACCOUNT NO _____					27 ACCEPT ASSIGNMENT? YES <input type="checkbox"/> NO <input type="checkbox"/>					28 TOTAL CHARGE \$ _____					29 AMOUNT PAID \$ _____					30 Rsvd for NUCC use																			
31 SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)															32 SERVICE FACILITY LOCATION INFORMATION															33 BILLING PROVIDER INFO & PH # ()																								

SECOND FOLD

FIRST FOLD - WHICH TO ENV. - WHICH TO ENV. SB

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION