MEMORANDUM OF UNDERSTANDING BY AND BETWEEN COUNTY OF HUMBOLDT AND

ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC FOR FISCAL YEARS 2022-2023 THROUGH 2024-2025

This Memorandum of Understanding ("MOU"), is entered into, by and between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and St. Joseph Health Northern California, LLC, a California limited liability company ("SUBRECIPIENT"), and is made on the last date signed below for the following considerations:

WHEREAS, on December 6, 2021, the California Department of Health Care Services ("DHCS") awarded COUNTY, by and through the Humboldt County Department of Health and Human Services – Behavioral Health branch ("DHHS – Behavioral Health"), a Mental Health Block Grant: Behavioral Health Response and Rescue Project ("BHRRP") allocation for the purpose of addressing First Episode Psychosis through early access to mental health professional supports; and

WHEREAS, on December 6, 2021, DHCS also awarded COUNTY, by and through DHHS – Behavioral Health, another BHRRP allocation for discretionary use for the general purpose of providing comprehensive community mental health services for adults with Serious Mental Illness and children with Serious Emotional Disturbances; and

WHEREAS, the BHRRPs will allow for the hiring of mental health personnel to provide services in hospital emergency departments to individuals who are experiencing a mental health crisis; and,

WHEREAS, COUNTY planned the allocation of a portion of total awarded funds to SUBRECIPIENT, specifically the highlighted portions on Exhibit A, "MHBG-BHRRP Approval – Humboldt"; and

WHEREAS, pursuant to the terms and conditions of the above-referenced BHRRPs which are funded by American Rescue Plan Act ("ARPA") funds, COUNTY has partnered with SUBRECIPIENT as the "Designated Grantee", in order to meet the goals and objectives of the BHRRP regarding ARPA funds for First Episode Psychosis and for discretionary funding for community health services as described in Exhibit B ARPA First Episode Psychosis Narrative.

NOW THEREFORE, in consideration of the covenants and promises contained in this MOU, the COUNTY and SUBRECIPIENT (the "Parties") agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF COUNTY:

A. Allocation of Program Funds. COUNTY shall provide SUBRECIPIENT with an amount not to exceed Six Hundred Seventy-Seven Thousand Four Hundred Eighty-Two Dollars (\$677,482.00) in accordance with Exhibit A - MHBG-BHRRP Approval – Humboldt, which is incorporated by reference as though fully set forth herein, including, without limitation, compensating SUBRECIPIENT for emergency department mental health personnel costs.

2. RIGHTS AND RESPONSIBILITIES OF SUBRECIPIENT:

A. <u>Emergency Department Mental Health Supports</u>. SUBRECIPIENT agrees to hire, train and manage a Case Manager/Social Worker or equivalent position. Staff hired will provide monitoring and support to DHHS - Behavioral Health consumers presenting in the emergency departments. The staff will engage with and provide immediate support to the individual and

- family/natural supports, provide information about how to access services, work to find appropriate placement, or provide referrals to community providers as appropriate.
- B. <u>Data Collection and Submission</u>. SUBRECIPIENT shall collect and maintain aggregate-level data (as detailed in Exhibit E Reporting, which is incorporated as though fully set forth herein) obtained as a result of the mental health services provided to DHHS Behavioral Health clients, including those with First Episode Psychosis, provided pursuant to this Agreement for participant identification, service tracking and reporting purposes.

3. <u>TERM</u>:

This MOU shall begin upon execution and shall remain in full force and effect until June 30, 2025, unless sooner terminated as provided herein.

4. TERMINATION:

- A. <u>Termination for Cause</u>. Either party may immediately terminate this MOU, upon written notice, in the event the other party materially defaults in performing any obligation under this MOU, or violates any local, state or federal law, regulation, policy, procedure, standard or other requirement applicable to its performance hereunder.
- B. <u>Termination without Cause</u>. Either party may terminate this MOU without cause upon ninety (90) days advance written notice which states the effective date of the termination.
- C. <u>Termination due to Insufficient Funding</u>. COUNTY's obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide SUBRECIPIENT seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. <u>Reimbursement upon Termination</u>. In the event this MOU is terminated, SUBRECIPIENT shall be entitled to compensation for any and all personnel costs incurred pursuant to the terms and conditions of this MOU 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 SUBRECIPIENT.

5. REMITTANCE OF GRANT FUNDS:

A. Compensation of Emergency Department Mental Health Personnel Costs. COUNTY shall remit grant funds to SUBRECIPIENT in an amount not to exceed a total sum of Six Hundred Seventy-seven Thousand Four Hundred and Eighty-two Dollars (\$677,482.00) as full reimbursement for any and all emergency department mental health personnel costs incurred pursuant to the terms and conditions of this MOU, including all such costs and expenses. In no event shall the maximum amount paid for personnel costs incurred pursuant to the terms and conditions of this MOU exceed One Hundred Ninety-Nine Thousand Two Hundred and Sixty Dollars (\$199,260.00) for fiscal year 2022-2023 and Two-hundred Thirty-Nine Thousand One Hundred and Eleven Dollars (\$239,111.00) per year for fiscal years 2023-2024 and 2024-2025. If local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for personnel costs incurred hereunder or terminate this MOU as provided herein.

1111

D. Additional Costs and Expenses. Any additional costs and expenses not otherwise set forth in Exhibit C – Budget, shall not be incurred by SUBRECIPIENT, nor reimbursed by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amounts set forth herein shall be the responsibility of SUBRECIPIENT. SUBRECIPIENT shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which SUBRECIPIENT estimates that the maximum payable amounts will be reached.

6. DISBURSEMENT OF GRANT FUNDS:

A. <u>Invoices</u>. In order to receive disbursement of grant funds, SUBRECIPIENT shall submit to COUNTY monthly invoices substantiating the personnel costs incurred pursuant to the terms and conditions of this MOU no later than fifteen (15) days after the end of each calendar month. SUBRECIPIENT shall submit a final invoice within fifteen (15) days following the expiration or termination of this MOU. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit D – Sample Invoice, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all personnel costs incurred pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County DHHS - Behavioral Health

Attention: Financial Services

MHBFinancialServices@co.humboldt.ca.us

B. Disputed Costs. COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by SUBRECIPIENT. If COUNTY believes that SUBRECIPIENT has billed COUNTY incorrectly, COUNTY must contact SUBRECIPIENT's customer support department no later than thirty (30) days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to SUBRECIPIENT, prior to the invoice due date, full payment of the undisputed portion of any fees billed by SUBRECIPIENT.

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions 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 – Behavioral Health

Attention: Emi Botzler-Rodgers, Behavioral Health Director

720 Wood Street

Eureka, California 95501

SUBRECIPIENT: St. Joseph Health Northern California, LLC

Attention: Martha Shanahan, Area Director

2700 Dolbeer Street Eureka, California 95501

AND

St. Joseph Health Northern California, LLC Attention: Regional Contracting Department 1165 Montgomery Drive Santa Rosa, California 95405

8. <u>REPORTS</u>:

SUBRECIPIENT hereby agrees to provide, in accordance with the criteria, schedule and requirements set forth in Exhibit E – Reporting, and any and all applicable local, state and federal laws, regulations and standards pertaining to confidentiality, privacy and data security, any and all data necessary to develop reports that may be required by local, state and/or federal agencies for compliance with this MOU. Any and all data requested pursuant to the terms and conditions of this MOU shall be submitted in accordance with any and all applicable local, state and federal accessibility requirements and timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete financial, operational and payroll records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years from the date of final payment under this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, 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. Such records shall be original entry books with a general ledger itemizing all personnel costs and expenses incurred pursuant to the terms and conditions of this MOU.
- B. <u>Inspection of Records</u>. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities related to each party's performance 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 the date of 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 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 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 in accordance with any and all applicable local, state and federal laws, regulations and standards pertaining to confidentiality, privacy and data security.
- C. <u>Audit Costs</u>. In the event of an audit exception or exceptions related to the performance 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. If the allowable expenditures cannot be determined because either party's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed.

10. MONITORING:

SUBRECIPIENT hereby agrees that COUNTY has the right to review and monitor, in accordance with any and all local state and federal laws, regulations and standards pertaining to confidentiality, privacy and data security, any and all records, policies, procedures and activities related to its performance hereunder, in order to ensure compliance with the terms and conditions of this MOU.

However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of SUBRECIPIENT's performance hereunder.

11. <u>CONFIDENTIAL INFORMATION</u>:

- Disclosure of Confidential Information. In the performance of this MOU, SUBRECIPIENT may receive information that is confidential under local, state or federal law. SUBRECIPIENT 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, without limitation: 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 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges 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 enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- Nondiscriminatory Delivery of Social Services. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the administration of public assistance and social services programs. Each party hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to, discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY hereby reserves the right to monitor SUBRECIPIENT's performance hereunder in order to ensure compliance with the requirements set forth herein. In the event COUNTY has any concerns about discrimination, COUNTY shall file a written complaint with SUBRECIPIENT, which shall be investigated under SUBRECIPIENT's Uniform Complaint Procedures as required by Sections 4600, et seq. of Title 5 of the California Code of Regulations ("C.C.R.").
- B. <u>Nondiscriminatory Delivery of Professional Services and Employment</u>. 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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.

C. Compliance with Anti-Discrimination Laws. Each party further assures that it, and its sub SUBRECIPIENT s, 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 Education Code Sections 220, et seq.; 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 or federal laws, regulations or standards, 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 2 C.C.R. Sections 8100, et seq. 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, SUBRECIPIENT certifies that it is not a Nuclear Weapons SUBRECIPIENT, in that SUBRECIPIENT 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. SUBRECIPIENT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons SUBRECIPIENT as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if SUBRECIPIENT subsequently becomes a Nuclear Weapons Contractor.

14. <u>DRUG-FREE WORKPLACE CERTIFICATION:</u>

By executing this MOU, each party certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990, California Government Code Sections 8350, et seq., through accomplishment of all of the following:

- A. <u>Drug-Free Policy Statement</u>. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. <u>Drug-Free Awareness Program</u>. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The party's policy of maintaining a drug-free workplace;

- 3. Any available counseling, rehabilitation and employee assistance programs; and
- 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. <u>Drug-Free Employment Agreement</u>. Ensure, as required by California Government Code Section 8355(a)(3), that each employee responsible for carrying out the Parties' duties and obligations hereunder will:
 - 1. Receive a copy of the party's Drug-Free Policy Statement; and
 - 2. Agree to abide by the party's Drug-Free Policy as a condition of employment.
- D. <u>Effect of Noncompliance</u>. Failure to comply with the requirements may result in termination this MOU and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. <u>Hold Harmless, Defense and Indemnification</u>. SUBRECIPIENT shall hold harmless, defend and indemnify CQUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, SUBRECIPIENT's 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 COUNTY.
- B. <u>Effect of Insurance</u>. Acceptance of the insurance required by this MOU shall not relieve SUBRECIPIENT from liability under this provision. This provision shall apply to all claims for damages related to SUBRECIPIENT's performance hereunder, 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 hereunder.

16. <u>INSURANCE REQUIREMENTS</u>:

This MOU shall not be executed by COUNTY, and SUBRECIPIENT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting SUBRECIPIENT's indemnification obligations set forth herein, SUBRECIPIENT, and its sub SUBRECIPIENTs hereunder, shall take out and maintain, throughout the entire term of this MOU, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of SUBRECIPIENT or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

- 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
- 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
- 4. Professional Liability Insurance Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which SUBRECIPIENT may be exposed to liability. SUBRECIPIENT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. <u>Special Insurance Requirements</u>. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
 - 1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, SUBRECIPIENT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 - 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that SUBRECIPIENT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 - 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

1111

- 4. For claims related to this MOU, SUBRECIPIENT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to SUBRECIPIENT's insurance and will not be used to contribute therewith.
- 5. Any failure to comply with the terms and conditions of this MOU shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
- 6. SUBRECIPIENT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If SUBRECIPIENT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to SUBRECIPIENT under this MOU.
- 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and SUBRECIPIENT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. <u>Insurance Notices</u>. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY:

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

SUBRECIPIENT: St. Joseph Health Northern California, LLC

Attention: Regional Contracting Department

1165 Montgomery Drive Santa Rosa, California 95405

17. 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 collaborative association or legal. Both Parties further agree that any and all personnel hired pursuant to the terms and conditions of this MOU shall be employees of the hiring party, and shall not be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation, regardless of any supervision authority the other party may have over such personnel. Each party shall be solely responsible for the acts and omissions of its agents, officers, officials, employees, licensees, invitees, assignees and subrecipients. At no time shall SUBRECIPIENT's employees and representatives hold themselves out to be COUNTY employees or representatives.

18. COMPLIANCE WITH APPLICABLE LAWS. REGULATIONS AND STANDARDS:

A. <u>General Legal Requirements</u>. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.

- B. <u>Licensure Requirements</u>. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to its performance hereunder.
- C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. <u>Conflict of Interest Requirements</u>. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. <u>Humboldt County Local System of Care</u>. Each party agrees to comply with any and all applicable provisions of Exhibit F Local System of Care, which is attached hereto and incorporated herein by reference as if set forth in full.

19. PROVISIONS REQUIRED BY LAW:

This MOU may be subject to 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.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the Parties agree to comply with the amended provision as of the effective date thereof.

21. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by both Parties.

22. <u>SEVERABILITY</u>:

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.

23. 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, contracts or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. MOU SHALL BIND SUCCESSORS:

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

25. NO WAIVER OF DEFAULT:

The waiver by either party of any breach 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. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU which may then exist on the part of SUBRECIPIENT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and SUBRECIPIENT shall promptly refund, any funds disbursed to SUBRECIPIENT, which COUNTY determines were not expended in accordance with the terms and conditions of this MOU.

26. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

27. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the written consent of both Parties.

28. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by SUBRECIPIENT shall become the property of COUNTY. However, SUBRECIPIENT may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, SUBRECIPIENT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. <u>DISPUTE RESOLUTION</u>:

If a dispute arises involving the interpretation, implementation or enforcement of this MOU, the Parties shall make every reasonable attempt to resolve the problem within thirty (30) days of becoming aware of the dispute. Each party agrees to cooperate with the other party in trying to reasonably resolve all disputes, including, if requested by either party, appointing senior representatives to meet and engage in good faith negotiations regarding resolution of the dispute. Senior representatives of the Parties shall meet in person, at a mutually agreeable location in Humboldt County, within thirty (30) calendar days of receiving written notice of a dispute, unless otherwise agreed upon by the Parties. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar local, state

law, regulation or rule of court. Each party further agrees that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

31. JURISDICTION AND VENUE:

This MOU shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in 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.

32. MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party in writing of any and all requests for interviews by media related to this MOU prior to such interviews taking place. Each party shall be entitled to have a representative present at any and all interviews concerning the subject matter of this MOU. Any and all informational material related to this MOU shall be released in accordance with any and all applicable local, state and federal laws, regulations and standards pertaining to confidentiality, privacy and data security. Any and all notices required by this provision shall be provided in accordance with the notice requirements set forth herein.

33. **SUBCONTRACTS**:

Each party shall obtain prior written approval from the other party, which shall not be unreasonably withheld, before subcontracting any of its duties or obligations hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. Each party shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by the other party or not.

34. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, 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 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.

35. SURVIVAL OF PROVISIONS:

The duties and obligations of the Parties set forth in Section 4.D. – Reimbursement upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this MOU.

1111

36. <u>CONFLICTING TERMS OR CONDITIONS:</u>

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

37. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

38. <u>INDEPENDENT CONSTRUCTION:</u>

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

39. FORCE MAJEURE:

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

40. ENTIRE MOU:

This MOU contains all of the terms and conditions agreed upon by the Parties 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. In addition, this MOU shall supersede in their 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.

41 <u>COUNTERPART EXECUTION:</u>

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU, and any amendments hereto, for all purposes.

42. 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 date last written below.

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER; OR
- (3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC:		
By:	Date: _	11-1-22
Name: Patti Pitgrim		
Title: Regions CFO		11/1/22
Name: Caureen Driscoll	Date: _	11/1/20
Title: Regional Chief Executive		
COUNTY OF HUMBOLDT:		
By: Virginia Bass, Chair Humboldt County Board of Supervisors	Date: _	11/29/22
INSURANCE AND INDEMNIFICATION REQUIREMENTS A	PPROVE	<u>.D</u> :
By: Krista Freeman Risk Management	Date: _	11-03-2022
LIST OF EXHIBITS:		
Exhibit A – MHBG-BHRRP Approval – Humboldt Exhibit B – ARPA First Episode Psychosis Narrative Exhibit C – Budget Exhibit D – Sample Invoice Exhibit E – Reporting Exhibit E – Local System of Care		
Exhibit F – Local System of Care		



State of California—Health and Human Services Agency Department of Health Care Services



December 6, 2021

Emi Botzler-Rodgers, MFT Mental Health Director Humboldt County 720 Wood Street Eureka, Ca 95685

Dear Ms. Botzler-Rodgers:

The Department of Health Care Services (DHCS) has completed the review of your county's Behavioral Health Response and Rescue Project (BHRRP) Supplemental County Application for the Community Mental Health Services Block Grant (MHBG). All required documents have been received, and your application has been approved up to the maximum **Total Amount Approved** noted below. Your County may begin incurring costs up to that amount retroactively per the timelines denoted below.

Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) (July 1, 2021 through December 31, 2022)

Funding Categories	Total Amount Available	Total Amount Requested	Total Amount Approved
Total Allocation	\$366,153.00	\$366,153.00	\$366,153.00
First Episode Psychosis Set-Aside	\$230,789.00	\$230,789.00	\$230,789.00
Crisis Stabilization	\$68,690.00	\$68,690.00	\$68,690.00
Early Intervention	\$66,674.00	\$66,674.00	\$66,674.00

American Rescue Plan Act (ARPA) (September 1, 2021 through June 30, 2025)

Funding Categories	Total Amount Available	Total Amount Requested	Total Amount Approved
Total Allocation	\$741,698.00	\$741,698.00	\$741,698.00
Discretionary/Base Allocation	\$278,846.00	\$278,846.00	\$278,846.00
General Crisis Services*	\$64,216.00	\$64,216.00	\$64,216.00

First Epi	sode	Psv	chosis	Set-Aside
-----------	------	-----	--------	-----------

\$398,636.00

\$398,636.00

\$398,636.00

*The original application stated "General Crisis Stabilization,' however the intended term was "General Crisis Services." General Crisis Services allows broader activities and more flexibility, therefore corrections can be made to your County's narrative and budget during the Budget Change Request(BCR) period to reflect those changes. BCR period is from March 1st through May 31st during each State Fiscal Year (SFY).

Please note, your County may be eligible to receive additional funding if it was requested during the application period. DHCS will be providing additional instructions once the final funding amount has been determined.

Should you have any questions, please contact the BHRRP team at BHRRP@dhcs.ca.gov.

Sincerely,

Waheeda Sabah, Section Chief

Contracts and Fiscal Section Federal Grants Branch

Community Services Division

Department of Health Care Services

Program Narrative Emergency Department – First Episode Psychosis

A. STATEMENT OF PURPOSE

Increased awareness of the signs and symptoms of psychosis promotes early detection, appropriate treatment, and in turn, more successful recovery from a psychotic episode. Early intervention has many benefits including reduced secondary problems, less need for hospitalization, more rapid recovery, reduced family disruption, and less resistance to treatment. The availability of ARPA funding has presented a unique opportunity for Humboldt County Behavioral Health to address the needs of our community and create a new program to specifically engage and connect with clients presenting in Emergency Departments. The creation of this program will require the utilization of ARPA funding as made available through the Mental Health Block Grant (MHBG). The purpose of the Emergency Department project is to collaborate with local hospitals to provide support to Behavioral Health clients, including those experiencing a First Episode of Psychosis, while they are in Emergency Departments. This project will enable Humboldt County Behavioral Health to partner with local hospitals to have staff available in Emergency Departments to monitor, engage with, and provide support to individuals experiencing behavioral health crises. Additionally, these staff provide early intervention opportunities to engage family members, discuss service options, and assist with access to Behavioral Health Services.

The first time a person experiences a psychotic episode can be very frightening, confusing, and distressing, particularly because it is an unfamiliar experience to the individual and their family. During this acute phase, many individuals experiencing a First Episode of Psychosis end up in Emergency Departments. Our local hospitals have identified support of Behavioral Health clients as an urgent need and have requested support from Humboldt County Behavioral Health. Unfortunately, hospitals are not currently equipped with enough staffing to adequately monitor and support Behavioral Health clients because this leaves them unable to attend to other community members who need medical attention. Humboldt County Behavioral Health bases this project upon the principle that early engagement with services and responding to consumer needs in a concrete, real-time manner enhances consumer outcomes. In addition, the Emergency Department project provides a "no wrong door" approach for access to services that span the continuum of care and service delivery system for behavioral health consumers.

B. MEASURABLE OUTCOME OBJECTIVES

The Emergency Department project seeks to increase access, engagement, and improve the stability of individuals effected by behavioral health challenges, including First Episode Psychosis.

Increased Access: The availability of staff to provide Behavioral Health services in Emergency Departments will decrease the amount of time Emergency Department staff need to be with psychiatric consumers, increasing their ability to see individuals presenting for physical health emergencies. Staff will explore current services and supports that are available to the individual and work to assist with access to those services. These activities will provide an opportunity for quicker referrals and access to follow-up services such as Assessment, Medication Support, Therapy, and Case Management.

Increased Engagement: Having staff present in the Emergency Departments to monitor and support consumers experiencing early serious mental illness or first episode psychosis means more direct engagement during a time of crisis, improved partnering with hospitals on discharge planning, and an increased ability to triage to lower levels of care. Staff may also assist with locating placement options for consumers at appropriate facilities when deemed necessary. Family engagement is vital to the overall treatment plan towards recovery from a first episode. Family members are an important part of the treatment team, can provide critical information on symptoms and progress, and need support themselves to deal with their own concerns and distress. Connecting with family members at the Emergency Department enables early engagement in the treatment progress, resulting in improved outcomes.

Increased Stability: Adequate safety and discharge planning is essential to stabilizing individuals following a crisis situation or a First Episode of Psychosis. Staff that support behavioral health clients at local Emergency Departments will be able to play a key role in stabilizing a client during a crisis as well as assisting with discharge planning and referrals to follow-up services. Activities that will increase stability include the ability to update other Behavioral Health team members on progress, provide information to family members/natural supports, and ensure follow-up referrals and appointments are made.

C. PROGRAM DESCRIPTION

Humboldt County Behavioral Health is seeking ARPA MHBG funds to cover contracts for behavioral health staff seeing clients at local Emergency Departments. Staff for this project will be hired directly by local hospitals.

Humboldt County has extremely limited inpatient and residential placement options for consumers in need of adequate mental health crisis treatment. The Emergency Department project personnel will be able to alleviate the gap. Project staff will work within a local Emergency Department. Project staff can intervene at the onset of a crisis to avoid escalation, provide supports and linkages to additional services, remain involved in cases when inpatient services are required, and provide support and linkage for a warm handoff following the discharge.

All consumers receiving these crisis services will be provided support with discharge planning from hospitals to establish stability in the community at the lowest appropriate level of care. Staff will provide case management and support to individuals post-crises to support them in stabilizing in the community.

ARPA Services expenditures funded through MHBG include:

Case Manager/Social Worker (or equivalent position) time, hired by local hospitals Position provides monitoring and support to Behavioral Health consumers presenting in Emergency Departments. The staff will engage with and provide immediate support to the individual and family/natural supports, provide information about how to access services, work to find appropriate placement, or provide referrals to community providers as appropriate. Staff time is funded in Periods 2, 3 and 4.

D. CULTURAL COMPETENCY

Humboldt County Behavioral Health and our partners on this project are committed to the provision of culturally competent services, which are effective, equitable, understandable, respectful and responsive to diverse cultural and health beliefs and practices. DHHS Behavioral Health delivers services in a consumer's preferred language with attention to health literacy and other communication needs.

DHHS Behavioral Health recognizes and values the inclusion of racial, ethnic, cultural, and linguistic diversity through practices and activities that demonstrate community outreach, engagement, and involvement efforts with identified racial, ethnic, cultural, linguistic, and other relevant cultural communities.

E. TARGET POPULATION/SERVICE AREAS

The target population is Behavioral Health consumer adults, older adults, transitionage youth, and minors with early serious mental illness and/or First Episode Psychosis who present at local Emergency Departments. Some of these consumers may also have dual diagnoses or experience homelessness.

F. STAFFING

In order to meet the service needs of the target population, staffing for ARPA includes: 3.00 FTE Case Manager/Social Worker (or equivalent position) for Periods 2, 3 and 4. (FTE for staffing may include more than one person/position). Staff for this project will be hired directly by local hospitals. There is no funding requested for Period 1.

G. IMPLEMENTATION PLAN

Steps/Phases of Program Implementation	Beginning Date	End Date
Staff Emergency Departments	7/01/2022	6/30/2025
Evaluate and support change in demand as needed	Continuous	6/30/2025
Evaluate long-term sustainability needs & plan	7/1/2022	1/1/2025

Humboldt County Behavioral Health utilizes uniform, continuous, quality improvement measures.

H. PROGRAM EVALUATION PLAN

Humboldt County Behavioral Health will maintain an evaluation plan to ensure formative and summative monitoring of data as required by the California Department of Health Care Services. Data collection and analysis occur on a monthly basis through our Quality Improvement unit.

Humboldt County Behavioral Health's Case Management staff track behavioral health consumers through the California Department of Health Care Services Behavioral Health Information Systems (BHIS) – Data Collection and Reporting program; this allows Humboldt County Behavioral Health to monitor trends in placements, recidivism, hospitalizations and LPS Conservatorship statuses.

Humboldt County Behavioral Health has recently purchased a data analytics tool to improve analysis of consumer data in the future. Humboldt County will work with local hospitals to evaluate the activities of the staff, the impact of the service, and collect data related to the project.

I. ARPA MHBG SUPPLEMENT TRACKING

The County of Humboldt has a great deal of experience in managing Federal, State and Foundational grant awards, and understands each grant has varied specifications and requirements. The County has strong internal controls and segregates duties ensuring adherence to grant requirements, accurate and detailed tracking of grant funding, and completion of projects in a timely and cost-effective manner. Grant terms, conditions, and regulatory guidance have been reviewed and eligible project costs are understood.

J. ARPA COMPLETE EXPENDITURE OF FUNDS

The County of Humboldt has written policies and procedures in place that address who can approve grant spending, procuring goods and services, and how labor is recorded and charged. Designated staff will continuously monitor the ARPA grant and account reconciliations will be timely. Supervisory review and approval, as well as adequate documentation, will be required for all expenditures.

EXHIBIT C BUDGET

St. Joseph Health Northern California, LLC For Fiscal Years 2022-2023 through 2024-2025

COUNTY shall compensate SUBRECIPIENT for the costs and expenses incurred pursuant to the terms and conditions of this Agreement at the following maximum rates of compensation:

A. Mental Health Personnel in Emergency Departments	
Grant Year 1 July 1, 2022 - June 30, 2023	
Title: Social Worker, Case manager or similar classification(s) Description of Duties: Engage with and provide immediate support to the individual in the emergency department and family/natural supports, provide information about how to access services, work to find appropriate placement, or provide referrals to community providers as appropriate.	\$199,260
Grant Year 2 July 1, 2023 – June 30, 2024	
Title: Social Worker, Case manager or similar classification(s) Description of Duties: Engage with and provide immediate support to the individual in the emergency department and family/natural supports, provide information about how to access services, work to find appropriate placement, or provide referrals to community providers as appropriate.	\$239,111
Grant Year 3 July 1, 2024 – June 30, 2025	
Title: Social Worker, Case manager or similar classification(s) Description of Duties: Engage with and provide immediate support to the individual in the emergency department and family/natural supports, provide information about how to access services, work to find appropriate placement, or provide referrals to community providers as appropriate.	\$239,111
Total Personnel Costs:	\$677,482

EXHIBIT D SAMPLE INVOICE FORM

St. Joseph Health Northern California, LLC For Fiscal Year 2022-2023 through 2024-2025

INVOICE

Contractor Name Contractor Street Address Contract Reference

Invoice Date Invoice Period Invoice Number

BUDGET DETAIL	BUDGET	AMOUNT EXPENDED PRIOR PERIODS	INVOICE AMOUNT	AMOUNT REMAINING AFTER THIS INVOICE
PERSONNEL COSTS (itemize)	\$199,260			
5. 12 5.1				4
•	_			
			-	
	 			
	<u> </u>			
	* **		"	
	 	<u> </u>		
			_	
TOTAL PERSONNEL COSTS				

EXHIBIT E

REPORTING

St. Joseph Health Northern California, LLC For Fiscal Years 2022-2023 through 2024-2025

SUBRECIPIENT shall collect aggregate totals on the number of individuals who are experiencing a mental health crisis that are served by mental health personnel hired with grant funds, broken out by three different demographic groups specified below. Totals should be provided quarterly by the last day of the month following the end of the quarter. Below are the projections of estimated individuals served as submitted in the grant application.

JULY 1, 2022 - JUNE 30, 2023 (count to begin upon execution of agreement)

Estimated number of customers to be served in the period above with ARPA funds:

Seriously Mentally III (SMI) Adult (age 18-59)	277
Seriously Mentally III (SMI) Older Adult (age 60 +)	48
Seriously Emotionally Disturbed (SED) Child (age 0-17)	20

JULY 1, 2023 – JUNE 30, 2024

Estimated number of customers to be served in the period above with ARPA funds:

Seriously Mentally III (SMI) Adult (age 18-59)	369
Seriously Mentally III (SMI) Older Adult (age 60 +)	63
Seriously Emotionally Disturbed (SED) Child (age 0-17)	27

JULY 1, 2024 – JUNE 30, 2025

Estimated number of customers to be served in the period above with ARPA funds:

Seriously Mentally III (SMI) Adult (age 18-59)	369
Seriously Mentally III (SMI) Older Adult (age 60 +)	63
Seriously Emotionally Disturbed (SED) Child (age 0-17)	27

EXHIBIT F LOCAL SYSTEM OF CARE

ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC For Fiscal Years 2022-2023 through 2024-2025

Child services are part of the local System of Care ("SOC"), therefore CONTRACTOR will operate within all applicable principles of the local SOC:

- Providing effective, community-based services and supports for children and their families which
 coordinate with other systems to address their emotional, social, educational and physical needs,
 including, without limitation, traditional and nontraditional services as well as natural and informal
 supports.
- 2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
- 3. Ensure that services and supports include evidence-informed practices and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training and implementing practices with fidelity and tracking of outcomes associated with intervention using standardized outcome measurement tools.
- 4. Deliver services and supports within the least restrictive and most normative environments that are clinically appropriate.
- 5. Ensure that families, other caregivers and youth are full partners in all aspects of the planning and delivery of their own services. CONTRACTOR is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
- 6. Ensure that services are well coordinated with other child-serving agencies with which the child and/or family may be involved to assure integrated care management.
- 7. Practice care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
- 8. Provide developmentally appropriate mental health services and supports that promote optimal social and emotional outcomes for young children and their families in their homes and community when the CONTRACTOR serves children zero (0) to five (5) years of age.
- 9. Provide developmentally appropriate services and supports to facilitate the transition of youth eighteen (18) to twenty-one (21) years of age to adulthood and to the transition age youth and adult service systems as needed.
- 10. Encourage participation in local mental health promotion, prevention and early identification and intervention opportunities.
- 11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor and manage the quality, effectiveness and outcomes at the program level, practice level and child and family level.

- 12. Protect the rights of children and families and promote effective advocacy efforts.
- 13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status or other characteristics, and ensure that services are sensitive and responsive to these differences.