

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
REDWOOD COAST REGIONAL CENTER
FOR FISCAL YEARS 2020-2021 THROUGH 2022-2023**

This Memorandum of Understanding (“MOU”), entered into this ____ day of _____, 2020, 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 – Behavioral Health (“DHHS – Behavioral 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, organizational effectiveness between DHHS – Behavioral 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, the parties hereto 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, or a member of an RCRC subcontracted agency, will contact both RCRC on-call staff and COUNTY’s Crisis Stabilization Unit to alert DHHS – Behavioral Health of this potential need for mental health services. RCRC’s case coordinator shall inform DHHS – Behavioral Health of the supports that are currently in place for the client that might be of

assistance if services are needed from COUNTY within twenty-four (24) hours. After receiving written consent from the client, RCRC will fax a written summary of such information to COUNTY's Crisis Stabilization Unit at (707) 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 Behavioral 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 one (1) business day of learning a client is RCRC connected in 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 by contacting the local RCRC office by phone.

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.

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- 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 members of the DHHS – Behavioral Health-RCRC case conference team, DHHS – Behavioral Health 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 training 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 – Behavioral 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.
1. The appropriate unit supervisors from both DHHS – Behavioral 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 DHHS – Behavioral Health and RCRC will meet to resolve those issues not resolved by the appropriate unit supervisors.
 3. The Director of DHHS – Behavioral 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 – Behavioral Health and the Director of RCRC, guidance and/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, 2020 and shall remain in full force and effect until June 30, 2023, unless sooner terminated as provided herein.

5. TERMINATION:

- A. Termination for Cause. Either party may, in its sole discretion, immediately terminate this MOU, if the other party fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. Either party may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Reimbursement upon Termination. In the event this MOU is terminated, 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. COMPENSATION:

- 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 delay within twenty-four (24) hours of a determination to utilize administrative days. COUNTY 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 established Medi-Cal 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.

7. PAYMENT:

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 as if set forth in full, 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. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to RCRC at the following address:

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

8. 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

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

9. REPORTS:

Each party agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. Each party shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

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 pursuant to the terms and conditions of this MOU, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, 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 pursuant to the terms and conditions of this MOU, 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 hereunder. 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, without limitation, 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, RCRC may receive information that is confidential under local, state or federal law. RCRC 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, 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 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 promptly enter into negotiations concerning an amendment to this MOU 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:

- 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, 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 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 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 Sections 8101, *et seq.* 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 shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to each party'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.

15. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting either party's indemnification obligations set forth herein, each party will maintain, at its own expense, throughout the entire term of this MOU, and any extensions thereof, any and all appropriate insurance coverage or self-insurance, including, without limitation, 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 and conditions of this Agreement 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

RCRC: Redwood Coast Regional Center
Attention: Kim Nash, Director
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 agents, 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, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this MOU.
- B. Licensure Requirements. Each party agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this MOU.
- C. Accessibility Requirements. Each party 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. Conflict of Interest Requirements. Each party 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.

18. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions 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, 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.

20. PROTOCOLS:

Each party 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 hereto.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this MOU shall receive approval from each party prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other of all requests for interviews by the media related to this MOU before such interviews take place; and each party shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given in accordance with the notice requirements set forth herein.

29. 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.

30. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 5(C) – Reimbursement 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.

31. 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.

32. 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 (1) party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections 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.

34. FORCE MAJEURE:

Neither party hereto 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, strikes, 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.

35. 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 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.

36. COUNTERPART EXECUTION:

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 signature shall constitute an original signature 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.

37. 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.

[Signatures on Following Page]

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, CHIEF FINANCIAL OFFICER OR TREASURER.

REDWOOD COAST REGIONAL CENTER:

By: Tamera Leighton Date: 11-30-2020

Name: Tamera Leighton
Title: President, Board of Directors

By: Amy Medina Date: 11-30-2020

Name: Amy Medina
Title: Director of Administration

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Emi Botzler-Rodgers, Behavioral Health Director
(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
[] [], 2020 [Item []-[]])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature] Date: 12/30/2020
Risk Management

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 2020-2021 through 2022-2023

Adult Services:

DHHS - Behavioral Health	Patricia Hawk, Senior Program Manager	Phone: 707-683-6091
Redwood Coast Regional Center	Rob Enge, Client Services Supervisor	Phone: 707-445-0893 Ext. 340

Children and Adolescent Services:

DHHS - Behavioral Health	Jet DeKruse, Senior Program Manager	Phone: 707-268-2800 or 888-849-5728
Redwood Coast Regional Center	Rob Enge, Client Services Supervisor	Phone: 707-445-0893 Ext. 340

Crisis/Emergency Services:

DHHS - Behavioral Health	Paul Bugnacki, Deputy Director	Phone: 707-268-2990
Redwood Coast Regional Center	Rob Enge, Client Services Supervisor	Phone: 707-445-0893 Ext. 340
Redwood Coast Regional Center	Emergency After Hours	Phone: 707-995-8103 Phone: 800-414-4614

Administrative/Program:

DHHS - Behavioral Health	Emi Botzler-Rodgers, Behavioral Health Director	Phone: 707-683-6091
Redwood Coast Regional Center	Rob Enge, Client Services Supervisor	Phone: 707-445-0893 Ext. 340

Managed Care Payment/Authorization Issues:

DHHS - Behavioral Health	Kayleigh Emry, Quality Improvement Coordinator	Phone: 707-268-2937
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Medication Support Services:

DHHS - Behavioral Health	Cyanne Brocious, Director of Nursing,	Phone: 707-268-2951
DHHS - Behavioral Health	Marta Preusser, Outpatient Nursing, Children's	Phone: 707-268-2814

EXHIBIT B
MEDICAL NECESSITY CRITERIA FOR SPECIALTY MENTAL HEALTH SERVICES
Redwood Coast Regional Center
For Fiscal Years 2020-2021 through 2022-2023

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. DIAGNOSIS:

Beneficiaries must have one (1) diagnosis in the current Mental Health and Substance Use Disorder Services Information Notice (MHSUDS IN 18-053, or whichever supersedes this notice) as released from the Department of Health Care Services.

2. IMPAIRMENTS:

Beneficiaries must have at least one (1) of the following impairments as a result of the diagnosis covered herein:

- 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 qualify if they have a mental disorder which can be corrected or ameliorated.

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:

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present. Excluded diagnosis include, without limitation, all of the following:

- 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.

EXHIBIT C
HEALTH INSURANCE CLAIM FORM (UB-40) FOR INPATIENT SERVICES
 Redwood Coast Regional Center
 For Fiscal Years 2020-2021 through 2022-2023

1		2		3a PAT. CNTL. # b. MED. REC. #		4 TYPE OF BILL													
8 PATIENT NAME				9 PATIENT ADDRESS															
10 BIRTHDATE		11 SEX		12 DATE		13 ADMISSION 13 HR 14 TYPE 15 BRC		16 DHR		17 STAT		18 19 20 21		22 23 24 25 26 27 28		29 ACOT STATE		30	
31 OCCURRENCE DATE		32 OCCURRENCE DATE		33 OCCURRENCE DATE		34 OCCURRENCE DATE		35 CODE		36 OCCURRENCE SPAN FROM THROUGH		37 OCCURRENCE SPAN FROM THROUGH		38 CODE		39 OCCURRENCE SPAN FROM THROUGH		40	
38		39 CODE		40 VALUE CODES AMOUNT		41 CODE		42 VALUE CODES AMOUNT		43 CODE		44 VALUE CODES AMOUNT		45		46		47	
42 REV. CD		43 DESCRIPTION		44 HCPCS / RATE / NPPS CODE		45 SERV. DATE		46 SERV. UNITS		47 TOTAL CHARGES		48 NON-COVERED CHARGES		49		50		51	
PAGE		OF		CREATION DATE		TOTALS													
50 PAYER NAME				51 HEALTH PLAN ID				52 REL. SPO		53 REL. SPO		54 PRIOR PAYMENTS		55 EST. AMOUNT DUE		56 NPI		57 OTHER PRV ID	
58 INSURED'S NAME				59 #, REL				60 INSURED'S UNIQUE ID				61 GROUP NAME				62 INSURANCE GROUP NO.			
63 TREATMENT AUTHORIZATION CODES				64 DOCUMENT CONTROL NUMBER				65 EMPLOYER NAME											
69 ADMIT CX		70 PATIENT REASON ON		71 PPS CODE		72 ECI		73		74		75		76 ATTENDING NPI		77 QUAL		78	
74 PRINCIPAL PROCEDURE CODE		75 DATE		76 OTHER PROCEDURE CODE		77 DATE		78 OTHER PROCEDURE CODE		79 DATE		80 OTHER PROCEDURE CODE		81 DATE		82 LAST		83 FIRST	
80 REMARKS		81a		81b		81c		81d		82		83		84		85		86	

EXHIBIT D
HEALTH INSURANCE CLAIM FORM (1500CS-12) FOR OUTPATIENT SERVICES
 Redwood Coast Regional Center
 For Fiscal Years 2020-2021 through 2022-2023



HEALTH INSURANCE CLAIM FORM

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

CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION

PICA										PICA	
1. MEDICARE <input type="checkbox"/> (Medicare #)	MEDICAID <input type="checkbox"/> (Medicaid #)	TRICARE <input type="checkbox"/> (ID#/DoD#)	CHAMPVA <input type="checkbox"/> (Member ID#)	GROUP HEALTH PLAN <input type="checkbox"/> (ID#)	FECA BLK LUNG <input type="checkbox"/> (ID#)	OTHER <input type="checkbox"/> (ID#)	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			8. RESERVED FOR NUCC USE		CITY		STATE	
ZIP CODE		TELEPHONE (Include Area Code) ()					ZIP CODE		TELEPHONE (Include Area Code) ()		
9. 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) <input type="checkbox"/> YES <input type="checkbox"/> NO		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		PLACE (State)		a. INSURED'S DATE OF BIRTH MM DD YY		SEX M <input type="checkbox"/> F <input type="checkbox"/>	
b. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		10d. CLAIM CODES (Designated by NUCC)		b. OTHER CLAIM ID (Designated by NUCC)					
c. RESERVED FOR NUCC USE						c. INSURANCE PLAN NAME OR PROGRAM NAME					
d. INSURANCE PLAN NAME OR PROGRAM NAME						d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>If yes, complete items 9, 9a and 9d.</i>					
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. SIGNED _____ DATE _____						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 _____					
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY			15. OTHER DATE QUAL. MM DD YY			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. _____			18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY					
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)			17b. NPI			20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO					
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. _____ B. _____ C. _____ D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____						22. RESUBMISSION CODE		ORIGINAL REF. NO.			
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 POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Plan Part	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1										NPI	
2										NPI	
3										NPI	
4										NPI	
5										NPI	
6										NPI	
25. FEDERAL TAX I.D. NUMBER		SSN EIN		26. PATIENT'S ACCOUNT NO.		27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input type="checkbox"/> YES <input type="checkbox"/> NO		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.) SIGNED _____ DATE _____				32. SERVICE FACILITY LOCATION INFORMATION a. NPI b. _____				33. BILLING PROVIDER INFO & PH. # () a. NPI b. _____			