

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
REDWOOD COAST REGIONAL CENTER  
FOR FISCAL YEARS 2023-2024 THROUGH 2025-2026**

This Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 (“DDS”); 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 regional center consumers (referred to hereinafter as “clients”), 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 that there is a likelihood of an RCRC client needing after-hours mental health 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 will provide third-party intervention services to clients experiencing a developmental crisis with the purpose of de-escalating the situation so that such clients can remain in the community or be returned to the community as quickly as possible, consistent with obligations imposed by Welfare and Institutions Code §4648(a)(10) and as required by RCRC's contract/s with DDS. 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.

2. RIGHTS AND RESPONSIBILITIES OF COUNTY:

- A. 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 specialty mental health services, COUNTY will either provide, or arrange for the provision of, these necessary mental health services.
- B. 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 (ROI) 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, with a signed ROI.
- C. 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.
- B. Case coordinators will work collaboratively with their respective clinicians toward agreement on a client-by-client basis on the presenting diagnosis and medical necessity, as defined by regulations of the State Department of Health Care Services. If an agreement cannot be reached between the case coordinators, the parties will use the process defined in Section 3G below to resolve the disagreement.

- 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 require inpatient psychiatric hospitalization 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, or as soon as reasonably possible. 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, 2023 and shall remain in full force and effect until June 30, 2026, unless sooner terminated as provided herein.

5. MODIFICATION:

A. Modification. The parties agree to update the other, as needed, to reflect changes in the law and changes in agreed-upon processes defined herein. 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, including RCRC's contract with DDS for the provision of services to regional center clients, the parties shall attempt to resolve the dispute using the process defined in Section 3G set forth herein.

B. Reimbursement. In the event of a dispute, COUNTY shall be entitled to compensation for unreimbursed services rendered hereunder despite any dispute about the availability of services from COUNTY or the RCRC's client's eligibility to receive the same. This provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by RCRC, or any failure to provide services DDS is mandated to provide through their contract/s with RCRC.

6. COMPENSATION:

A. Utilization of Administrative Days. In the event discharge of a RCRC client receiving inpatient mental health services at the County designated facility 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 email the RCRC client services manager or director to notify of a determination to utilize administrative days, with county then responsible for the cost for up to one administrative day after said notification is given to RCRC, or as negotiated by both parties. County shall further follow up with a phone call and attempt to speak directly with the RCRC client services manager or director about the decision to use administrative days.

B. Financial Responsibility for Administrative Days. RCRC shall be financially responsible for all administrative days beyond the first administrative day following email notification of the client not meeting medical necessity and shall reimburse COUNTY for such administrative days at the established medical necessity Medi-Cal day rate, less any cost eligible for recoupment.

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: Dr. Jacinthe Roy  
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: Dr. Jacinthe Roy  
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: Dr. Jacinthe Roy  
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 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: Mike Sawyer

Date: 9/27/23

Name: Mike Sawyer

Title: Board President

By: Amy Medina

Date: 9-28-23

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  
[\_\_\_\_\_] [\_\_\_\_], 2023 [Item [ ]-[ ]])

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_  
Risk Management

Date: 10/29/2023

**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**

**Adult Services:**

DHHS - Behavioral Health	Jessica Duke, Senior Program Manager	Phone: 707-683-6091
Redwood Coast Regional Center	Nicole Hugelshofer, 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	Nicole Hugelshofer, 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	Nicole Hugelshofer, 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	Nicole Hugelshofer, 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: 707-616-0061
DHHS - Behavioral Health	April Martinez, Outpatient Nursing, Children's	Phone: 707-268-2800

**EXHIBIT B**  
**ACCESS CRITERIA AND MEDICAL NECESSITY FOR SPECIALTY MENTAL HEALTH SERVICES**

Redwood Coast Regional Center  
For Fiscal Years 2023-2024 through 2025-2026

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

1. SMHS OUTPATIENT ACCESS CRITERIA FOR YOUTH (0-20):

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- (2) The beneficiary meets both of the following requirements in a) and b), below:
  - (a) The beneficiary has at least one of the following:
    - i. A significant impairment
    - ii. A reasonable probability of significant deterioration in an important area of life functioning
    - iii. A reasonable probability of not progressing developmentally as appropriate.
    - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

AND

- (b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:
  - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
  - ii. A suspected mental health disorder that has not yet been diagnosed.
  - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional. (Welf. & Inst. Code, § 14184.402(d))

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

2. SMHS OUTPATIENT ACCESS CRITERIA FOR ADULTS (21+)

For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

- (1) The beneficiary has one or both of the following:
  - (a) Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

- (b) A reasonable probability of significant deterioration in an important area of life functioning.  
AND
- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
  - (a) A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Statistical Classification of Diseases and Related Health Problems (ICD).
  - (b) A suspected mental disorder that has not yet been diagnosed.

The criteria set forth in Section 3 below must be met for the ongoing provision of inpatient mental health services pursuant to the terms and conditions of this MOU.

### 3. SMHS MEDICAL NECESSITY CRITERIA FOR INPATIENT MENTAL HEALTH SERVICES

For Medi-Cal reimbursement of psychiatric inpatient hospital services, the beneficiary must meet medical necessity criteria set forth in Title 9 of the CCR, section 1820.205. The beneficiary must meet the following medical necessity criteria for admission to a hospital for psychiatric inpatient hospital services:

- (1) Have an included diagnosis;
  - (a) Cannot be safely treated at a lower level of care, except that a beneficiary who can be safely treated with crisis residential treatment services or psychiatric health facility services for an acute psychiatric episode shall be considered to have met this criterion; and,
  - (b) Requires psychiatric inpatient hospital services, as the result of a mental disorder, due to one of the following:
- (2) Has symptoms or behaviors due to a mental disorder that (one of the following):
  - (a) Represent a current danger to self or others, or significant property destruction.
  - (b) Prevent the beneficiary from providing for, or utilizing, food, clothing, or shelter.
  - (c) Present a severe risk to the beneficiary's physical health.
  - (d) Represent a recent, significant deterioration in ability to function.
- (3) Require admission for one of the following:
  - (a) Further psychiatric evaluation.
  - (b) Medication treatment.
  - (c) Other treatment that can be reasonably provided only if the beneficiary is hospitalized.

The medical necessity criteria are applicable regardless of the legal status (voluntary or involuntary) of the beneficiary.

Continued stay services in a hospital shall be reimbursed when a beneficiary experience one of the following:

- (1) Continued presence of indications that meet the medical necessity criteria;
- (2) Serious adverse reaction to medications, procedures or therapies requiring continued hospitalization;
- (3) Presence of new indications that meet medical necessity criteria; and,
- (4) Need for continued medical evaluation or treatment that can only be provided if the beneficiary remains in the hospital.

**EXHIBIT C**  
**HEALTH INSURANCE CLAIM FORM (UB-40) FOR INPATIENT SERVICES**  
 Redwood Coast Regional Center  
 For Fiscal Years 2023-2024 through 2025-2026

										36 PAT CONT #		37 CONT OF BILL																	
										38 MED REC #																			
										5 FED TAX NO		8 STATEMENT COVERS PERIOD FROM THROUGH																	
9 PATIENT NAME										10 PATIENT ADDRESS																			
10 BIRTH DATE										11 SEX		12 DATE		ADMISSION 13 HR 14 TYPE 15 SRC		16 DHR		17 STAT		CONDITION CODES 18 19 20 21 22 23 24 25 26 27 28		29 ADMT STATE							
31 OCCURRENCE CODE		32 OCCURRENCE DATE		33 OCCURRENCE CODE		34 OCCURRENCE DATE		35 CODE		OCCURRENCE FROM THROUGH		36 CODE		OCCURRENCE FROM THROUGH		37													
										38 VALUE CODES CODE AMOUNT		39 VALUE CODES CODE AMOUNT		40 VALUE CODES CODE AMOUNT															
										41		42		43															
42 REF ID		43 DESCRIPTION				44 HCPCS RATE HIRN CODE				45 SERV DATE		46 SERV UNITS		47 TOTAL CHARGES		48 NON COVERED CHARGES		49											
PAGE OF										CREATION DATE										TOTALS									
50 PAYER NAME										51 HEALTH PLAN ID										52		53		54 PRIOR PAYMENTS		55 EST. AMOUNT DUE		56 NP1	
																												57 OTHER PRV ID	
58 INSURED'S NAME										59 F. NO.		60 INSURED'S UNIQUE ID				61 GROUP NAME				62 INSURANCE GROUP NO									
63 TREATMENT AUTHORIZATION CODES										64 DOCUMENT CONTROL NUMBER										65 EMPLOYER NAME									
66										67										68									
69 ADMIT DR		70 PATIENT REASON DR		OTHER PROCEDURE CODE DATE		OTHER PROCEDURE CODE DATE		OTHER PROCEDURE CODE DATE		72		73		74 ATTENDING NP1		QUAL		75											
76		77		78		79		80		81		82		83		84		85											
80 REMARKS										81CC		82		83		84		85		86									
										a		b		c		d		e		f									
										g		h		i		j		k		l									

UB-40 (01/01/17) "NO OF UNITS" 20190101 "MAY NO" 0308-0147 GEN CA 01/01/17 NUBC 24394404 THE CERTIFICATIONS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART HEREOF



**EXHIBIT D**  
**HEALTH INSURANCE CLAIM FORM (1500CS-12) FOR OUTPATIENT SERVICES**  
 Redwood Coast Regional Center  
 For Fiscal Years 2023-2024 through 2025-2026



**HEALTH INSURANCE CLAIM FORM**

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

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

