SETTLEMENT AGREEMENT

AGREED TO BY DISABILITY RIGHTS CALIFORNIA AND TULARE COUNTY

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TULARE COUNTY AGREEMENT NO. 32105

A. PURPOSE AND OBJECTIVES

1. This Settlement Agreement ("Agreement") is entered into between Disability Rights California ("DRC"), the County of Tulare, and Tulare County Health and Human Services Agency ("HHSA") (collectively with County of Tulare, the "County"). DRC and the County are referred to herein as each a "Party" and, collectively, the "Parties."

2. The Agreement resolves claims by DRC against the County relating to violations of Title II of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131 *et seq*., as interpreted by the United States Supreme Court in *Olmstead v. L.C.*, 527 U.S. 581 (1999); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 *et seq*.; the Medicaid Act, 42 U.S.C. § 1396a *et seq*.; California Government Code § 11135; and related laws and regulations, as set forth in the Structured Negotiations Agreement executed by the Parties on February 7, 2023. The Parties are committed to full compliance with these laws.

3. The California Code of Regulations require that the County offer certain Specialty Mental Health Services, as defined by Cal. Code Regs. tit. 9 § 1810.247 and related regulations and guidance promulgated by the California Department of Health Care Services ("DHCS"), to adults and youth who meet access criteria. The ADA and related laws require that these and other County services, programs, and activities are provided in the most integrated setting appropriate to meet individual needs and prevent unnecessary institutionalization or incarceration. The Parties recognize and support Congress's goals in enacting the ADA "to assure equality of opportunity, full participation, independent living, and economic self-sufficiency" for individuals with disabilities. 42 U.S.C. § 12101(a)(7). Accordingly, through this Agreement, the Parties intend to achieve the goals of community integration and self-determination.

4. The intent of this Agreement is to ensure the County's compliance with these laws and to provide individuals with severe and persistent mental health disabilities in Tulare County with community-based services, including early and preventative services for youth, that will assist them in receiving services in the most integrated setting appropriate, in order to achieve positive outcomes and prevent institutionalization or incarceration.

5. In addition, the Parties seek to ensure that the County allocates services equitably across the County's various communities, including Underserved Communities, and delivers those services with cultural and linguistic competency.

B. DEFINITIONS

1. "Assertive Community Treatment" ("ACT") is a service that is provided by a multi-disciplinary team, including a psychiatrist, nurse, Masters-level clinician (or functional equivalent therapist), substance use disorder specialist, employment specialist, housing specialist, and Peer Specialist (the "ACT Team"). ACT Teams provide comprehensive,

individualized, and flexible services that include treatment, rehabilitation, and support to individuals in their homes and in other community settings. ACT Teams help individuals secure and maintain affordable housing and Supported Employment, as needed. ACT Teams provide timely support to de-escalate and resolve crises and to avoid hospitalization. ACT is effective in serving individuals who have been difficult to engage through traditional outpatient services. ACT services are available 24 hours per day, seven days per week. ACT Teams will operate with high fidelity to the Tool for Measurement of ACT ("TMACT"). As used in this Agreement, such services employ an age-appropriate, Person-Centered, Trauma-Informed, Culturally Responsive, and Gender-Affirming approach to care.

2. "Co-Response" means a joint response by a mental health team and law enforcement to an individual in crisis. This includes situations where mental health and law enforcement respond together, where on-site law enforcement requests that the mental health team respond, and situations where law enforcement is requested by the mental health team or community member due to safety concerns. The goal of Co-Response is to minimize law enforcement involvement, lead with Crisis Intervention Services, and divert to mental health professionals at the earliest opportunity possible.

3. "Crisis Intervention Services" means unplanned emergency brief assessment, treatment, and support services designed to help a person experiencing a behavioral health crisis to experience relief quickly, with full resolution whenever possible. Crisis Intervention Services are typically delivered by Mobile Crisis Teams and may also be provided through Crisis Call Centers and walk-in behavioral health urgent care centers or peer-respite centers. The primary clinical purpose of Crisis Intervention is to relieve or resolve crises at a person's home, school, workplace, or other location in the community as an alternative to law enforcement involvement, emergency department admission, inpatient hospitalization, or incarceration. Crisis Intervention Services must be available 24 hours per day, seven days per week, and have the capacity to respond face-to-face and the flexibility to stay with the person until the crisis subsides or until further services are arranged when indicated. These services are typically provided without placing a person on an involuntary hold. In all cases, linkages to community-based resources should be provided for support. As used in this Agreement, such services employ an age-appropriate, Person-Centered, Trauma-Informed, Culturally Responsive, and Gender-Affirming approach to care.

4. "Crisis Treatment Services" include a range of voluntary treatment and stabilization beds that allow individuals to stay short-term in a residence other than their home or program, as needed to avert or resolve a behavioral health crisis. These bed-based services are designed to prevent and provide an alternative to hospitalization, psychiatric hospital admissions, law enforcement interactions, and incarceration. Beds are provided in non-hospital, non-congregate environments. Beds are accessible on a walk-in basis or by referral from mobile crisis or behavioral health teams. Services include short-term intensive crisis support rehabilitation and recovery. Services incorporate Peer Specialists to the greatest extent possible. Discharge services include intensive post-crisis follow up and supports in the

community to ensure coordination of care and engagement in follow-up services. As used in this Agreement, such services employ an age-appropriate, Person-Centered, Trauma-Informed, Culturally Responsive, and Gender-Affirming approach to care.

5. "Culturally Responsive" services or practices means employing practices or providing services in a manner that is accessible to individuals from diverse racial, ethnic, cultural, and linguistic groups, including but not limited to Underserved Communities. Culturally Responsive services employ a Person-Centered approach that is reflective of, and acknowledges and builds on, the culture and cultural experiences of the individual.

6. "Disability" refers to a physical or mental impairment that substantially limits one or more major life activities, having a record of such an impairment, or being regarded as having such an impairment, as defined in 28 C.F.R. § 35.108.

7. "Full Service Partnership" ("FSPs") refers to the program and services defined in Cal. Welf. & Inst. Code § 5849.1(b)(7) and 9 C.C.R. §§ 3200.130, 3620, 3620.05, and 3620.10. As used in this Agreement, such services employ an age-appropriate, Person-Centered, Trauma-Informed, Culturally Responsive, and Gender-Affirming approach to care.

8. "Gender Affirming" care means care designed to support a person's gender identity when it conflicts with the gender they were assigned at birth, including by using inclusive language, using the correct pronouns and name of the person receiving care, and affirming a person's gender expression, sexual orientation, and chosen family. Such care is provided consistent with accepted community standards and the World Health Organization's definition of gender-affirming health care.

9. "Mobile Crisis Teams" provide face-to-face interventions at the site of a behavioral health crisis, including at the individual's home, to de-escalate the crisis without removing the individual from the community or referring the individual to a hospital or other psychiatric institution. Mobile crisis teams can be effective in preventing the arrest or incarceration of the individual in crisis, and their goal is to serve as an alternative to a police response. Mobile crisis teams include behavioral health professionals trained to provide Crisis Intervention Services and are staffed consistent with requirements established by DHCS for the Medi-Cal Mobile Crisis benefit. The team does not include or co-respond with law enforcement personnel. Mobile crisis services are delivered wherever the individual is in the community, including the person's home. As used in this Agreement, such services employ an age-appropriate, Person-Centered, Trauma-Informed, Culturally Responsive, and Gender-Affirming approach to care. As used herein, "Mobile Crisis Teams" include teams operated by the County or by a County contractor, including contractors serving children and youth.

10. "Peer-Respite Home" is a voluntary, short-term, program, usually overnight, that provides community-based non-clinical support to individuals experiencing, or at risk of experiencing, a psychiatric crisis. Peer respites are staffed and operated by individuals with lived

experience of mental health issues. They are voluntary, unlocked, and are provided in a comfortable, home-like setting.

11. "Peer Specialists" are individuals with personal experience involving mental illness who have had success in the recovery process and who help others experiencing similar situations. Peer Specialists help others develop skills in managing and coping with symptoms of illness, self-advocacy, identifying and using supports/resources, community and relationship building, group facilitation, goal setting, and more.

12. "Person-Centered" means that the person receiving services is consulted about services, treatment planning, and decisions, and that the person's preferences and needs are prioritized.

13. "Psychiatric Emergency Team" ("PET") refers to the County's historic mobile crisis intervention service. PET has historically carried out evaluations pursuant to Cal. Welf. & Inst. Code §§ 5150 (for adults) and 5585 (for minors) and in-person crisis services primarily in emergency departments, hospitals, and jails.

14. "Sobering Center" refers to programs designed to divert individuals from emergency departments and jails when they are publicly intoxicated in a way that puts them at risk, and who require observation and minimal medical support while sobering. Sobering Centers provide light engagement, harm reduction, and rapid pathways to treatment services, including Substance Use Disorder Services.

15. "Specialty Mental Health Services" means services for individuals with mental health disorders and includes Rehabilitative Mental Health Services, Targeted Case Management, and other services described in Cal. Welf. & Inst. Code § 1810.247.

16. "Substance Use Disorder Services" means services for individuals with substance use disorders or co-occurring mental health disorders, *see* Cal. Welf. & Inst. Code § 5891.5, and includes medication assisted therapy ("MAT"), peer support services, and other services described in Cal. Welf. & Inst. Code § 14124.24.

17. "Supported Employment" services mean providing individualized assistance based on client choice, using the Individual Placement and Support ("IPS") model, in preparing for, identifying, obtaining, and maintaining paid, competitive employment in mainstream, integrated workplaces.

18. "Trauma Informed" practices or services means employing practices or providing services in a manner that recognizes and accounts for the traumatic life experiences, including adverse childhood experiences, of the person being served, promotes healing and recovery, and avoids practices and services that may inadvertently re-traumatize.

19. "Underserved Communities" refers to Tulare County's Black/African American, Indigenous, Asian, Latinx, LGBTQ+, non-English-speaking, disability, and immigrant communities.

20. "WIC 5150/5585" refers to Sections 5150 (for adults) and 5585 (for minors) of California's Welfare and Institutions Code, which permit peace officers and county-designated professionals to take an individual into custody and place them in a facility for 72-hour treatment and evaluation. *See* Cal. Welf. & Inst. Code §§ 5150, 5585.

21. "Youth Services" means behavioral health and support services provided to children and youth, including but not limited to services required under the Early Periodic Screening, Diagnosis, and Treatment ("EPSDT") provisions of Medicaid, 42 U.S.C. §§ 1396d(r)(5), 1396a(a)(10)(A), 1396a(a)(43), and 1396(a)(4)(B), including Intensive Care Coordination ("ICC"), Intensive Home-Based Services ("IHBS"), Therapeutic Foster Care ("TFC"), and Therapeutic Behavioral Services ("TBS"). As used in this Agreement, such services employ an age-appropriate, Person-Centered, Trauma-Informed, Culturally Responsive, and Gender-Affirming approach to care.

C. SERVICE COMMITMENTS

1. Crisis Service System

a. The County will develop and operate an effective system of crisis services for individuals with behavioral health disabilities in Tulare County, consistent with DHCS regulations, the ADA, and this Agreement. The system will be designed to maintain a person's stability in the community and prevent law enforcement interactions, hospitalization, and incarceration. The system will include a Crisis Call Center, Mobile Crisis Teams, and Crisis Treatment Services, as described below (collectively, "Crisis Services").

b. The County's Crisis Services shall:

i. Be available 24 hours per day, seven days per week, throughout Tulare County;

ii. Provide timely and accessible services to those who are experiencing a behavioral health crisis, including those with co-occurring substance use disorders experiencing a crisis due to substance use, by offering voluntary crisis assessment, treatment, and support designed to promptly resolve the crisis without removing the individual from the community;

iii. Employ age-appropriate, Person-Centered, Trauma-Informed, Culturally Responsive, and Gender-Affirming practices in order to meet behavioral health, cultural, and linguistic needs;

iv. Provide interventions to prevent and divert away from emergency departments and/or psychiatric hospitalizations, interactions with law enforcement, and/or incarceration to the greatest extent possible;

v. Identify if an individual is a current client of the Tulare County Mental Health Plan ("MHP") and, if so, engage with and coordinate follow-up care with the client's treatment team, including any FSP, ACT, or Youth Services team, during the crisis in order to ensure effective provision of services under this Agreement. For individuals who are not a current client of the MHP, initiate the process described in Section C.5.a, below, in order to connect individuals to appropriate ongoing mental health and/or substance use disorder treatment, community-based supports, social services, and/or other supports to help mitigate the risk of future crises; and

vi. When needed, and consistent with the individual's preferences, arrange for or provide transportation to a person's home, place of residence, or an appropriate Crisis Treatment Services setting.

c. The County shall implement written policies regarding Crisis Services, consistent with state and federal law and this Agreement. This Agreement shall apply to County and County-contracted providers.

d. Performance Indicators. In order to achieve compliance with this Agreement, the County shall make meaningful improvements in its Crisis Services through implementation of the services herein. Such improvements shall be measured according to the Performance Indicators in Section D.2.d.

2. Crisis Call Center

a. The County will maintain a telephonic service (with text and online chat capability available with 988) with capacity and training to de-escalate crises over the phone or through text/chat.

b. The Crisis Call Center will be available to all County residents 24 hours per day, seven days per week.

c. Crisis Call Center staff will be available to triage calls, provide Crisis Intervention Services, and deploy County Mobile Crisis Teams when an in-person response is appropriate.

d. The Crisis Call Center shall be staffed by behavioral health professionals trained in Crisis Intervention and National Suicide Prevention Lifeline ("NSPL") standards

for risk assessment and engagement of individuals at risk of suicide. Staff shall have the training and capability to effectively coordinate care in real time.

e. The County shall coordinate with agencies responsible for managing urgent and emergency care response lines, including but not limited to local and regional 911 and 988 lines, to ensure there is "no wrong door" for accessing Crisis Services. The County shall implement protocols for dispatch of County Crisis Services for behavioral-health-related calls to 911, in order to facilitate an appropriate behavioral health response to crises.

f. The County shall ensure that the availability of the Crisis Call Center and its phone number are widely disseminated to County residents, including but not limited to by posting such information on the HHSA website, at all adult and juvenile detention facilities, by all County and County-contracted behavioral health and substance use disorder providers, in the public reception areas of County offices, and in schools. Such notices shall inform residents that the Call Center is an alternative to 911 for behavioral health crises.

g. The Crisis Call Center will maintain a data dashboard tracking crisis calls in real time, which the County will use to optimize crisis-system functioning. The dashboard shall track, subject to the individual's consent where applicable, demographic information, including the address and/or zip code, race/ethnicity, language, and age of the caller; the reason for the call; services provided; whether law enforcement was involved; and disposition, including whether Mobile Crisis Teams were dispatched, whether a WIC 5150/5585 was written, and whether the person was transferred to another location. County Mobile Crisis Teams, Crisis Treatment staff, and other relevant staff shall have access to the dashboard and shall add information as necessary to create a complete log of each crisis contact and its resolution.

h. Within twelve (12) months of the date of this Agreement, the County shall establish and implement a Crisis Call Center in accordance with this Agreement.

3. Mobile Crisis Teams

a. No later than the date required for rollout of the Medi-Cal Mobile Crisis benefit, the County shall contract with one or more community-based providers to establish Mobile Crisis Teams with capacity to serve youth and adults countywide.

b. Mobile Crisis Teams shall:

i. Provide in-person Crisis Intervention Services, including community-based crisis de-escalation, safety planning, and connection to community resources.

A WIC 5150/5585 evaluation service shall only be provided as an intervention of last resort when community-based Crisis Intervention and de-escalation services do not address the active crisis and current safety of the individual;

ii. Be dispatched to provide Crisis Intervention Services in a community setting to the greatest extent possible;

iii. Provide services in lieu of law enforcement, including co-response teams, to the greatest extent possible;

iv. Be able to respond to individuals 24 hours per day, seven days per week;

v. Have team members stationed with the ability to respond within 60 minutes of being contacted for urban/suburban areas, and within 120 minutes of being contacted for rural areas;

vi. Comply with staffing requirements established by DHCS for the Medi-Cal Mobile Crisis benefit. Consistent with those requirements, Mobile Crisis Teams shall not include law enforcement personnel. Mobile Crisis Teams shall include or have access to a Licensed Mental Health Professional or a Licensed Practitioner of the Healing Arts ("LPHA") as defined in the "SUD Treatment Services" or "Expanded SUD Treatment Services" section of the State Plan. Consistent with DHCS requirements and national best practice, trained Peer Support Specialists shall be part of the County's Crisis Services and shall staff Mobile Crisis Team to the greatest extent possible;

vii. Meet individuals face-to-face onsite in their homes or other community settings in order to de-escalate crises without removing the individual from their home and/or community;

viii. Provide appropriate Crisis Intervention Services until the crisis subsides;

ix. Connect individuals with community-based behavioral health services as appropriate to meet individual needs in the least restrictive and most integrated setting; and

x. Coordinate with law enforcement personnel and have policies and procedures in place to respond to individuals in mental health crisis who come into contact with law enforcement, including law enforcement co-response teams, with the goal of reducing or eliminating law enforcement involvement in crisis response.

c. Mobile Crisis Teams shall follow-up with individuals receiving Mobile Crisis Team services within seventy-two (72) hours of the initial mobile crisis response to support continued resolution of the crisis, as appropriate, and may include updates to the individual's crisis plan or additional resources as needed. If a person was connected to ongoing supports during the initial mobile crisis response, the Mobile Crisis Team will check on the status of appointments, provide continued scheduling support, arrange for transportation, and provide reminders as needed. The Mobile Crisis Teams shall document the services provided and any instances in which the individual could not be engaged for follow-up, consistent with Section C.2.g, above. If necessary to meet individual needs, Mobile Crisis Teams may refer individuals for Outreach and Engagement services consistent with Section C.7, below.

d. For individuals served by an FSP, ACT, or Youth Services team, such team will respond to these individuals' crises whenever possible and will function as the Mobile Crisis Team for these individuals, consistent with the standards for Mobile Crisis Teams and Crisis Intervention Services described in this Agreement. If the FSP, ACT, or Youth Services team is unable to respond, the person shall be connected to the Mobile Crisis Team who will provide Crisis Intervention Services consistent with this Agreement.

e. As of January 1, 2024, or as soon as a new vendor is contracted to provide comprehensive Mobile Crisis Team services under Section C.3.a. above, the County will cease providing crisis services through the Psychiatric Emergency Team ("PET").

4. Crisis Treatment Services

a. The County will maintain an appropriate number and mix of six (6) or more community-based adult Crisis Treatment Service beds that allow individuals to stay short-term in a residence other than their home or program, as needed to avert or resolve a behavioral health crisis, consistent with the standards for Crisis Treatment Services below. The County may operate its Crisis Treatment Services through County-contracted providers.

b. Within twenty-four (24) months of the date of this Agreement, the County shall identify and fund acquisition of property for use as a Peer-Respite Home within Tulare County. The County shall contract with one or more peer-led community providers to staff and operate the Peer Respite Home, consistent with the standards for Crisis Treatment Services below. The County shall make reasonable efforts to ensure that the Peer-Respite Home maintains six (6) or more Peer-Respite beds. The Peer-Respite Home beds shall be in addition to the Crisis Treatment beds referenced in Section C.4.a.

c. The County shall contract with one or more community-based providers to operate a Behavioral Health Urgent Care in the City of Tulare, consistent with the standards for Crisis Treatment Services below. The Behavioral Health Urgent Care shall be voluntary, unlocked, and available on a walk-in basis. The Behavioral Health Urgent Care shall provide assessments and meaningful connections to ongoing Specialty Mental Health Services, including FSP, ACT, and Youth Services, consistent with Section C.5.a, below.

d. The County is collaborating with Kaweah Health to implement a twelve (12) bed Crisis Stabilization Unit ("CSU") for children and youth, which the County expects to complete within eighteen (18) months of the date of this Agreement. The CSU shall provide Crisis Intervention Services for up to 24-hours to children and youth who need to receive services in a location other than their home or program, as necessary to avert or resolve a mental health crisis. The CSU shall provide assessments and meaningful connections to ongoing Specialty Mental Health Services, including FSP, ACT, and Youth Services, consistent with Section C.5.a, below. The CSU shall be operated consistent with the standards for Crisis Treatment Services, below.

e. Crisis Treatment Services shall:

i. Have capacity to serve adults, children and youth;

ii. Be available to individuals experiencing or recovering from a crisis due to their mental health disability for short-term stays and provide support to avoid escalation of a crisis;

iii. Be designed to prevent emergency department admissions, psychiatric hospitalization, hospitalization, law enforcement interactions, and incarceration;

iv. Be provided in non-hospital, non-congregate environments that are therapeutic, calming, and designed to be comforting to those experiencing crisis, including but not limited to by providing quiet spaces, calming colors and music, and accommodating the sensory needs of individual clients;

v. Provide individuals with their own room, consistent with individual needs;

vi. Be voluntary, unlocked, and available on a walk-in basis;

vii. Have capacity to accommodate stays ranging from a few hours to several days. Stays should ordinarily last no more than seven (7) days;

viii. Be operated with sufficient clinical support and oversight. Trained staff will be onsite at all times. Staff shall include Peer Specialists, including TAY Peers at the youth CSU, to the greatest extent possible;

ix. Accept admissions directly from the County's Mobile Crisis Teams, treatment teams, and on a walk-in basis. Crisis Treatment Services shall not accept admissions from a psychiatric hospital. Individuals shall not be required to have housing as a condition of admission to Crisis Treatment Services;

x. Have sufficient capacity to provide Substance Use Disorder Services for people with co-occurring mental health disabilities and Substance Use Disorders. At minimum, the County shall provide Sobering Services at its Behavioral Health Urgent Care and youth CSU, referenced in Sections C.4.c and C.4.d above. The County shall continue to expand Sobering Services through collaboration with community-based partners and County contracts, as necessary to meet the needs of individuals receiving services under this Agreement; and

xi. Be physically accessible as needed to meet individual needs.

f. Within eighteen (18) months of the date of this Agreement, the County shall establish and implement Crisis Treatment Services in accordance with this Agreement.

5. Full Service Partnerships ("FSP") and Assertive Community Treatment ("ACT")

a. In the course of providing Crisis Services, and before such services end, the County or a County-contracted provider shall screen individuals for access to Specialty Mental Health Services ("SMHS"), including Full Service Partnership ("FSP") and Assertive Community Treatment ("ACT") services. The County will refer screened individuals to an MHP provider for a comprehensive assessment as needed. The MHP provider will complete a comprehensive assessment for appropriate outpatient services within fourteen (14) days of the Crisis Services screening and referral. The County will refer individuals to appropriate services, following the timelines below:

i. SMHS: SMHS appointments shall follow the timely access standards set forth by DHCS.

ii. FSP: Referred individuals will be contacted within three (3) business days of referral to begin FSP services.

iii. ACT: The ACT team will contact referred individuals, who it has determined it can serve, within one (1) business day of referral to begin ACT services. If the ACT team determines it cannot serve the individual due to eligibility or capacity, the individual will be contacted within three (3) business days to begin FSP services.

b. FSP services include intensive case management and behavioral health, Crisis Intervention, Peer Specialist, Substance Use Disorder, and Supported Employment services, as appropriate to the individual and in accordance with the individual's Individual Services and Supports Plan ("ISSP"). Consistent with 9 C.C.R. § 3620(a), (g), and (h), each recipient will have an ISSP that is developed with the person and includes the person's individualized goals and the full spectrum of community services necessary to attain those goals. Each recipient will receive the services identified in their ISSP, when appropriate for the individual. ISSPs shall include the frequency and intensity level of services needed to attain client goals.

c. FSP and ACT services shall be comprehensive, individualized, and flexible and shall employ an age-appropriate, Person-Centered, Trauma-Informed, Culturally Responsive, and Gender-Affirming approach to care. Such services will be available to participants 24 hours per day, seven days per week on-site in their homes and in other preferred community settings. After-hour care and services may also be provided by the County's Mobile Crisis Team.

d. FSP and ACT shall include services to help individuals obtain and stay housed in affordable housing with appropriate support services, as necessary to meet individual need and consistent with FSP regulations.

i. The Parties recognize that permanent, integrated, stable housing with Housing First principles is critical to improving treatment engagement, supporting recovery, and preventing behavioral health crises, hospitalization, and/or incarceration.

ii. FSP and ACT participants will be assessed for housing needs. Beginning no later than six (6) months from the date of this Agreement, the County shall ensure that each FSP and ACT participant receives support and assistance to secure and maintain affordable temporary and permanent housing as necessary to meet individual need and consistent with FSP regulations.

iii. Beginning no later than six (6) months from the date of this Agreement, the County shall ensure that, if an FSP or ACT participant is waiting for permanent housing, the FSP/ACT team will, as needed, promptly provide or secure temporary housing for the participant until permanent housing is

secured. Temporary housing provided under this Agreement shall be stable and shall not be at a congregate shelter, except on an emergency basis.

iv. Permanent housing provided under this Agreement will be provided in the least restrictive and most integrated setting that is appropriate to meet individuals' needs and preferences.

v. In order to ensure that the County has sufficient permanent affordable housing units to meet the needs of FSP and ACT participants, the County shall work with affordable housing developers to explore new opportunities for developing permanent supportive housing for behavioral health consumers. At minimum, the County shall (1) fund at least twenty (20) new units of permanent supportive housing for County behavioral health consumers within five (5) years from the date of this Agreement; and (2) apply for one hundred (100) new traditional Section 8 Housing Vouchers or Mainstream Section 811 Housing Vouchers, to be administered by the Housing Authority of Tulare County.

e. FSP and ACT services will reduce, to the greatest extent possible, interactions with law enforcement during a health crisis. For individuals who come into contact with law enforcement, FSP/ACT teams will coordinate with law enforcement to respond in a manner that minimizes law enforcement involvement.

f. The ACT program provides more intensive services to individuals with significant risk factors who struggle with intersecting social drivers of health. The ACT program currently serves over 200 individuals at any given time. The County will conduct a needs assessment to determine whether additional ACT capacity is needed to appropriately serve individuals receiving Crisis Services and seek funding to meet the identified need.

i. The ACT Needs Assessment. Within twenty-four (24) months from the date of this Agreement, the County will complete an assessment of needs and gaps in the ACT program for individuals receiving Crisis Services ("ACT Needs Assessment").

ii. The ACT Needs Assessment will be informed by and will appropriately take into account (i) consumer, community, and stakeholder input; and (ii) all necessary data and information sufficient to assess need, including data on service utilization by Underserved Communities, which the County will collect and analyze as part of the assessment process.

iii. The County will provide a draft of the proposed plan for conducting the ACT Needs Assessment to DRC for review, feedback, and comment, and will

appropriately take into account such feedback and comment before proceeding with the assessment. The assessment and conclusions will promptly be made available to the public.

iv. Based on the County's ACT Needs Assessment, the County will diligently seek funding to expand ACT capacity to meet the identified need.

g. Performance Indicators. In order to achieve compliance with this Agreement, the County shall make meaningful improvements in its FSP and ACT services through implementation of the services herein. Such improvements shall be measured according to the Performance Indicators in Section D.2.d.

6. Children and Youth Services

a. In the course of providing Crisis Services, and before such services end, the County or a County-contracted provider shall screen all children and youth for access to Youth Services, including Specialty Mental Health Services ("SMHS") and Full Service Partnership ("FSP"). The County will refer screened individuals to an MHP provider for a comprehensive assessment as needed. The MHP provider will complete a comprehensive assessment for appropriate services within thirty (30) days of the Crisis Services screening and referral. The County will refer individuals to appropriate services, following the timelines set forth under Section C.5.a, above.

i. Children/youth who are not Medicaid eligible will be referred and linked to other mental health, social, and/or community services. The Crisis Services in this Agreement are available to all children and youth, regardless of eligibility for Youth Services.

ii. The County's assessments shall begin with the presumption that with sufficient behavioral health supports and services, children and youth can live in a home-based setting.

iii. The County shall assess all Medicaid eligible children and youth for Youth Services to determine the least restrictive environment and most integrated setting to meet the child's/youth's needs.

iv. Children/youth and families may self-refer by requesting an assessment for Youth Services. All requests for a Youth Services assessment will be honored regardless of referral source, so long as the youth or the youth's guardian consents, per applicable law, to the assessment.

b. Youth Services shall be comprehensive, individualized, and flexible, and shall employ an age-appropriate, Person-Centered, Trauma-Informed, Culturally

Responsive, and Gender-Affirming approach to care. Such services will be available to participants 24 hours per day, seven days per week, onsite in home and in other preferred community settings and provided as necessary to children/youth on Medi-Cal, consistent with EPSDT and timely access standards.

c. Youth Services will reduce, to the greatest extent possible, interactions with law enforcement during a behavioral health crisis. For children and youth who come into contact with law enforcement, Youth Service teams will coordinate with law enforcement to respond in a manner that minimizes law enforcement involvement.

i. The County shall provide training and information to schools about alternatives to, and the harms resulting from, law enforcement referrals for children/youth for behavioral-health-related behavior.

ii. The County shall coordinate with school districts to ensure that referrals of children and youth for mental-health-related behavior receive an appropriate behavioral health response, including school-based interventions or, if appropriate, by dispatching Mobile Crisis Teams or Youth Services in lieu of law enforcement.

d. Within twelve (12) months of the date of this Agreement, the County shall update all relevant policies and agreements with child-serving systems, including child welfare system, school districts, juvenile probation, drug and alcohol and other health and human services agencies or legal systems, to ensure cross-agency collaboration and coordination of care, including data-sharing as appropriate and allowable under federal and state regulations, for children/youth receiving Crisis and/or Youth Services.

e. Performance Indicators. In order to achieve compliance with this Agreement, the County shall make meaningful improvements in its Youth Services through implementation of the services herein. Such improvements shall be measured according to the Performance Indicators in Section D.2.d.

7. Outreach and Engagement

a. The County shall ensure that individuals experiencing homelessness and/or individuals with co-occurring Substance Use Disorder can access and receive the services in this Agreement.

b. The County shall implement a system to identify and provide proactive outreach and engagement to children, youth, and adults with serious mental illness who are, for reasons related to their serious mental illness, at risk of institutionalization, hospitalization, incarceration, and/or homelessness.

i. The County shall ensure that individuals are promptly and meaningfully connected to appropriate behavioral health providers and assessed for Specialty Mental Health Services, including ACT, FSP, Youth Services, and/or other community-based services, consistent with Section C.5.a, above.

ii. The County's Outreach and Engagement shall employ an age-appropriate, Person-Centered, Trauma-Informed, Culturally Responsive, and Gender-Affirming approach that builds on the person's strengths and goals and seeks to address the individual's concerns regarding treatment (including service refusals). Outreach and engagement will include frequent in-person contact in the field in locations convenient to the person. The County shall incorporate Peer Specialists into outreach teams to the greatest extent possible.

iii. The County shall track its Outreach and Engagement contacts, including tracking progress in connecting individuals to needed services, consistent with Section C.12, below.

c. The County will provide information and education to County-contracted mental health providers about available community-based services that provide alternatives to institutionalization and hospitalization and reduce risk of law enforcement contact, and will coordinate with these entities to connect individuals to appropriate services in a timely manner.

d. The County shall establish and implement written policies regarding Outreach and Engagement, consistent with the terms of this Agreement.

e. Within twelve (12) months of the date of this Agreement, the County shall establish and implement Outreach and Engagement services in accordance with this Agreement.

8. WIC 5150/5585 Policies and Practices

a. The Parties recognize that involuntary treatment pursuant to WIC 5150/5585 is a clinical intervention of last resort and should be used as an exception to the general rule of providing voluntary, recovery-oriented, community-based Crisis Intervention services, including the services in this Agreement.

b. The County shall update all relevant policies, agreements, and Memoranda of Understanding ("MOUs"), including but not limited to policies and agreements relating to the County's Psychiatric Emergency Team ("PET"), emergency departments, Kaweah Health Mental Health Hospital, and relevant County-contracted providers to:

i. Require that WIC 5150/5585 evaluations be conducted in the least restrictive setting, including at a person's home or other preferred community setting whenever possible;

ii. Require that the duration of all WIC 5150/5585 holds be calculated from the time that the person was first detained, in accordance with WIC § 5151;

iii. Require that individuals be offered treatment on a voluntary basis before a WIC 5150/5585 hold is written. If a person accepts treatment on a voluntary basis, treatment shall be provided voluntarily without a WIC 5150/5585 hold;

iv. Require that, if an individual placed on a 5150/5585 hold is not admitted to an LPS-designated facility, HHSA shall be notified. HHSA shall coordinate with hospital staff to consider alternative locations, such as Crisis Treatment Services, supported housing, family residences, or other community locations for temporary placement on a voluntary basis. Mobile Crisis Teams or other County or County-contracted behavioral health staff shall be deployed as appropriate to support the individual in the alternative location. If the alternative placement is deemed appropriate, the individual will be released from the involuntary hold. If an LPS-designated facility or alternative placement has not been identified within seventy-two (72) hours, the County's HHSA staff Patient Rights Advocate shall be notified; and

v. Require that individuals placed on a WIC 5150/5585 hold are held for a period not to exceed seventy-two (72) hours, consistent with WIC 5150 and 5151. Prior to expiration of seventy-two (72) hours from the time a WIC 5150/5585 hold is written, the person on the hold shall be discharged; offered voluntary services in the least restrictive location appropriate; or timely provided with all rights and processes under WIC § 5250 *et seq.*, including written notice of the reasons for the hold, a Certification Review Hearing, and assistance from a Patients' Rights Advocate.

c. Within six (6) months of the date of this Agreement, the County shall revise all relevant WIC 5150/5585 policies and training material in accordance with WIC §§ 5150, 5151, and 5250 and this Agreement.

d. The County shall ensure that all relevant County, County-contracted, and hospital staff receive trainings upon hire and at least annually thereafter to ensure compliance with WIC §§ 5150, 5151, and 5250 and County policies.

9. County Conservatees at Kaweah Health Mental Health Hospital

a. The County shall request that Kaweah Health Mental Health Hospital conduct a clinical case assessment of each County conservatee held at Kaweah Health Mental Health Hospital to determine whether the person may be transferred to a less restrictive location. The assessment shall begin with the presumption that with sufficient supports and services, County conservatees can live in an integrated community setting.

i. The assessment shall include a patient survey that asks each person questions about: (1) where the person wants to live and with whom; (2) what type of services and supports the person needs to live successfully in their preferred location; and (3) whether the person wants to work and, if so, what type of work they prefer. The County shall provide a draft of the patient survey to DRC for review and comment, and shall consider DRC's comments before proceeding with the survey. The County shall request the assessment be completed within ninety (90) days of receipt of DRC's feedback of the patient survey.

b. Based on the assessment and patient survey, the County shall coordinate with Kaweah Health to identify appropriate community-based housing and services to assist the person in discharging to the most integrated setting appropriate to meet their needs.

c. The County shall ensure that a person with expertise in the full range of community-based housing and service options participates in discharge planning. This person shall recommend services to meet the patient's needs and preferences. If appropriate and consistent with the patient's preferences, the County shall also seek input from other relevant providers, such as the Department of Rehabilitation and/or a social worker from the Public Defender's office.

d. If appropriate and consistent with the patient's preferences, the County shall ensure that eligible patients receive appropriate wrap-around services to support the person in the community in a timely manner, including FSP or ACT Services as appropriate to meet the person's needs.

e. The County will identify stable and affordable housing options, as appropriate to support the person in the most integrated setting appropriate to meet the patient's needs and preferences.

i. The County shall coordinate with relevant Kaweah Health staff to ensure that County conservatees are promptly and safely transferred to appropriate housing, taking the patient's preferences into account as appropriate.

f. To the greatest extent possible, the County shall engage Peer Specialists who have utilized supports similar to those recommended for the person to help prepare the patient for the transition to the community.

g. Any person who remains in Kaweah Health Mental Health Hospital after the assessment process will be assessed for transition to more integrated settings every ten (10) days and more frequently upon request or when there is a change in condition.

h. The County shall ensure that the assessments, patient survey, and discharge planning are promptly provided on an ongoing basis to each County conservatee upon admission to Kaweah Health Mental Health Hospital.

10. Discharge Planning

a. The Parties recognize that individuals with mental health disabilities discharging from emergency rooms, hospitals, and jails/juvenile hall are at heightened risk for mental health crises, psychiatric commitment, and/or incarceration. Discharge planning is an important component of the County's community mental health system and its efforts to prevent re-admission or re-institutionalization. Accordingly, the County shall work collaboratively with emergency rooms, hospitals, and jails/juvenile halls and shall request that these entities provide discharge and release planning that:

i. Begins upon admission to an emergency department or psychiatric hospital and upon incarceration in jail or juvenile hall;

ii. Is based on each individual's needs and implemented through a Person-Centered planning process in which the individual has a primary role, including in treatment service options and discharge planning;

iii. Is age-appropriate, Trauma-Informed, Culturally Responsive, and Gender-Affirming;

iv. Involves Peer Specialists as part of the discharge planning and transition team to the greatest extent possible;

v. Promptly notifies and involves any ACT, FSP, or Youth Services to which the person has been assigned. If the person is not enrolled in, but may be eligible for, ACT, FSP, or Youth Services, the provider shall immediately notify the County. Upon such notice, the County shall immediately commence the process in Section C.5.a to evaluate the individual for Specialty Mental Health

Services, including FSP, ACT or Youth Services, with the goal of commencing services before or upon the individual's discharge;

vi. Results in an effective written plan that sets forth in reasonable detail the services and supports that the individual will need upon discharge or release, including a plan for stable and affordable housing with appropriate wrap-around services to support the person in the community; and

vii. Ensures effective care coordination and prompt connection to relevant County agencies and community-based services so that the person may receive services in Section C.10 upon discharge or release, including Culturally Responsive and/or Gender-Affirming services, as appropriate to meet individual needs.

b. For individuals with behavioral health needs at the Jail or juvenile hall, the County shall ensure that the behavioral health provider (at the Jail, currently Precision Psychiatric Services) effectively coordinates and shares information with HHSA and relevant community-based providers to ensure that, prior to release:

i. The Jail/juvenile hall promptly notifies HHSA and relevant community-based providers about an individual's court and/or release dates;

ii. With the individual's consent, HIPAA releases are obtained to allow the Jail/juvenile hall to share treatment information with HHSA and relevant community-based providers;

iii. Individuals taking prescribed psychiatric medications have an appropriate supply of medication upon release and a follow-up appointment scheduled with a community-based psychiatrist to ensure effective coordination of care;

iv. Follow-up appointments with providers are scheduled and communicated to the individual in writing;

v. Individuals have been screened for and, if eligible, enrolled/re-enrolled in Medi-Cal; and

vi. Individuals receive assistance in securing appropriate identification before release, if applicable. Such assistance may be provided by the jail-based provider or other appropriate County agency.

c. Within twelve (12) months of the date of this Agreement, the County shall update all relevant policies and agreements with the Jail's/juvenile hall's behavioral health

providers, emergency departments, and hospitals relating to discharge planning, in accordance with this Agreement.

11. Culturally Responsive Services

a. The County shall ensure that all services provided under this Agreement are Culturally Responsive and accessible to individuals from diverse racial, ethnic, cultural, and linguistic groups.

b. The County shall identify and implement community-defined, Culturally Responsive, and Gender-Affirming strategies and practices to address behavioral health disparities across racial, ethnic, cultural, and linguistic groups.

c. Within twenty-four (24) months of the date of this Agreement, the County shall contract with one (1) or more community-based providers to provide Culturally Responsive behavioral-health oriented services and/or support to Tulare County residents, including Black/African American residents, on an ongoing basis. The purpose of such services is to ensure that residents have access to culturally appropriate and accessible mental health services, support, and housing in order to prevent homelessness, law enforcement interaction, hospitalization and/or incarceration. The County shall work with the community-based provider(s) to develop an appropriate service array, and shall explore funding and provision of the following services:

i. Outreach and engagement;

ii. Referral and linkage to appropriate mental health service providers;

iii. Gather community feedback regarding gaps and improvements in County mental health services, including Culturally Responsive services;

iv. Culturally Responsive therapy services;

v. Peer Specialist services; and

vi. Case management services.

d. The Cultural Competence Committee ("CCC") shall develop recommendations to HHSA to fund and expand Culturally Responsive mental health services. The CCC shall solicit input from community-based organizations to inform its recommendations. The CCC shall also consider the most recent demographic information from the American Community Survey to inform its recommendations.

e. The County shall utilize recruitment efforts designed to expand the number of HHSA staff and Peer Specialists with diverse cultural backgrounds and lived experiences. Such efforts shall include posting a policy statement on its employment opportunities platforms regarding HHSA's objective to grow and retain a workforce with diverse cultural backgrounds and lived experiences; incorporating related language into relevant employment specifications; and incorporating consideration of diverse cultural backgrounds and lived experience into recruiting, interviewing, and hiring criteria.

f. Performance Indicator. The County shall make meaningful improvements in its Culturally Responsive Services through implementation of the services herein. Such improvements shall be measured according to the Performance Indicators in Section D.2.d.

12. Data Collection and Quality Assurance

a. Within six (6) months of the date of this Agreement, and on an ongoing basis thereafter, the County will develop updated data collections strategies within the new EHR system to collect and analyze data relating to the services in this Agreement. A primary purpose of the County's data collection and analysis is to assist the County in developing and operating an effective crisis service system, including by preventing law enforcement interactions, hospitalization, and incarceration. The County will use its data collection and analysis to identify and respond to trends, address service gaps, and ensure continuous quality improvement.

b. At minimum, the County's data collection and analysis shall include an assessment of:

i. Data on individual crisis contacts and disposition, collected by the Crisis Call Center and Mobile Crisis Teams pursuant to Section C.2.g, above, and other relevant County and County-contracted agencies. Crisis data should identify the following, subject to the individual's consent where applicable:

1. Geographic location of patient;
2. Race/ethnicity of patient;
3. Gender identity;
4. Whether patient identifies as LGBTQ+;
5. Age of patient;
6. Primary language of patient;
7. Referral source (e.g., provider, school, family, self-referral, etc.);
8. Responding agencies (e.g., Mobile Crisis Team, County-contracted provider, law enforcement, etc.);

9. Location of each crisis response;
10. Whether services were provided on a voluntary basis;
11. Disposition (e.g., community de-escalation, transport to Crisis Treatment Services, WIC 5150/5585, arrest, etc.);
12. Coordination of care, including any follow-up appointments, connections to services, and collaboration between service teams or providers, including County and County-contracted providers; and
13. Number of WIC 5150/5585 holds and emergency department admissions for ACT/FSP/Youth Services clients.

ii. Data on the County's Outreach and Engagement efforts under Section C.7 of this Agreement;

iii. Data on implementation of the County's Discharge Planning obligations under Section C.10 of this Agreement;

iv. Gaps in the continuum of community-based services that may contribute to WIC 5150/5585 evaluations, hospitalization or incarceration, including an assessment of available affordable and supportive housing and steps to increase housing availability for individuals with mental health disabilities;

v. Self-reporting by individuals who have been subject to WIC 5150/5585 holds about their subjective experiences and what services were needed to resolve the crisis, including self-reporting by individuals from Underserved Communities;

vi. Youth-related data, including (1) the number of youth in juvenile detention facilities with mental health disabilities; (2) the number of school referrals for mental health evaluations or threat assessments to the County Sheriff, and other law enforcement agencies to the extent the County is aware of such referrals, (3) the number of school referrals to County mental health service; and (4) the number of referrals of foster youth to County mental health services; and

vii. Disparities in service utilization, including disparities in utilization of inpatient versus outpatient services and gaps in Culturally Responsive and Gender-Affirming community services among Underserved Communities; and solutions for overcoming barriers to services for Underserved Communities, including but not limited to barriers relating to County hiring, contracting, and/or funding of community-based providers.

viii. Community stakeholder and provider input. At minimum, the County shall:

1. Host a public community stakeholder meeting at least biannually (twice a year) for the first two (2) years after execution of this Agreement, and annually thereafter, in order to present key findings from the County's data collection and to receive community feedback on such findings.

2. Engage leaders from Underserved Communities to gather community feedback regarding gaps and improvements in County mental health services, including Culturally Responsive services. The County shall request that such community leaders gather feedback using methods tailored to the needs of the communities they serve, which may include listening sessions, surveys, town halls, or one-on-one meetings, among other methods. The County shall provide the community leaders with resources and funding to support this work.

    a. To ensure meaningful feedback, the County shall make available data relevant to utilization of County services by Underserved Communities (including data collected under Section C.12.b, above), and current and planned efforts to enhance services for such individuals.

    b. At the request of a community leader selected to facilitate this process, the HHSA Ethnic Services Manager shall attend a community feedback event, but shall not lead the event. The Ethnic Services Manager may provide input about what information would be useful to the County, but shall take into account all feedback provided.

    c. In collaboration with leaders from the Underserved Communities, the HHSA Ethnic Services Manager shall review and analyze community feedback, and shall present and discuss data, key findings, and recommendations based on the feedback during the stakeholder meetings described in Section C.12.b.viii.1, above.

3. The County and HHSA will appropriately take into account feedback and respond to the recommendations presented during the biannual stakeholder meetings within thirty (30) days of each meeting.

c. Within twelve (12) months of the date of this Agreement, the County shall implement a system for tracking the information collected under this Agreement on an ongoing basis. The County shall make key findings and the data collected under this Agreement, including data collected pursuant to Section C.2.g, Section C.12, and the

Performance Indicators, publicly available (without personally identifiable information). The County shall ensure that such information is updated at least every six (6) months.

d. In developing these systems, the County will partner with the relevant entities involved in crisis care to collect relevant data, including but not limited to relevant County agencies, County-contracted providers, emergency departments and hospitals, law enforcement, child welfare agencies, and criminal and juvenile legal system agencies. The County shall ensure timely and effective data-sharing across relevant agencies as allowable under applicable federal and state regulations and in accordance with California's Health and Human Services Data Exchange Framework in order to ensure effective coordination of care and provision of services under this Agreement.

13. HHSA Website Content and Accessibility

a. The County shall ensure that its Behavioral Health Services Act ("BHSA") Plans, BHSA Updates, Annual Cultural Competency Plans and Policies, Mental Health Plan Beneficiary Handbook, and lists of Culturally Responsive and Gender-Affirming service providers are timely posted and maintained on the HHSA website.

b. The County shall maintain up-to-date information on the HHSA website about opportunities for public and stakeholder comment. The County shall post the dates, locations, and videoconference information of all public and stakeholder meetings, focus groups, and planning activities on the HHSA website at least thirty (30) days before the event occurs. The County shall post the agenda and related documents, such as reports or presentations, for such events at least three (3) days before the event occurs. The County shall post the minutes of such events no later than fifteen (15) days after the event occurs.

c. The County shall maintain up-to-date information on the HHSA website about Specialty Mental Health Services, including FSP, ACT, Youth Services, and other services referenced in this Agreement. The County shall maintain information about what each service provides, the eligibility criteria, how to request the service, and the grievance and appeal processes.

d. All information on the HHSA website shall be provided in English and Spanish at minimum, and any other language that the County determines is necessary to ensure that the information is accessible to non-English-speaking County residents. The County is responsible for providing services in a person's spoken language. The County shall provide information on the HHSA website about how to request services in a specific language.

e. The County shall ensure that all HHSA web pages and content are accessible to individuals with disabilities. To ensure website accessibility, the County or a County contractor will conduct annual audits of website content that includes stakeholder review and user testing by individuals with disabilities. If such review identifies barriers to accessibility for individuals with disabilities, the County shall take appropriate steps to remove those barriers, including through updating and re-testing web content.

14. Trainings

a. The County shall develop or revise its trainings in accordance with this Agreement. The County shall ensure that all relevant staff receive trainings in accordance with this Agreement.

b. The County shall ensure that all staff providing or overseeing a service in this Agreement are trained in and practice the following core competencies to ensure adequate services:

i. Crisis Intervention, including tools for relieving and de-escalating crises in the community as the primary intervention tool, with evaluation for an involuntary hold held in reserve as an intervention of last resort;

ii. Iatrogenic Harm and the harms of involuntary institutionalization and incarceration;

iii. Effective provision of Crisis Services within the broader behavioral health system, including effective care coordination with system providers;

iv. Effective provision of Person-Centered, Trauma-Informed, Culturally Responsive, and Gender-Affirming services; and

v. Engaging, supporting, and partnering with parents/family members/significant others.

c. Trainings shall be conducted upon hire and at least annually thereafter.

d. The County shall provide a copy of all applicable training materials to DRC for review and comment. The County shall review and take into account all DRC feedback and shall revise trainings as needed and consistent with the provisions of this Agreement.

D. IMPLEMENTATION AND MONITORING OF AGREEMENT

1. Selection of Expert

a. The Parties have jointly selected an independent Subject Matter Expert, Sandra Sinz (hereinafter "Expert"), to serve as the Parties' Expert for purposes of monitoring implementation of the Agreement. The Expert will have responsibility and authority to ensure that the County complies with its obligations under this Agreement, including through data monitoring and analysis and review of relevant facts to assess and report on the County's progress in implementing this Agreement for its duration.

2. Implementation Plan

a. Within fourteen (14) days of the Effective Date, the County will designate a Coordinator to coordinate compliance with this Agreement and to serve as a point of contact for the Parties and the Expert.

b. The County will describe the actions it will take to fulfill its obligations under the Agreement ("Implementation Plan"). The Implementation Plan may be in outline form and shall describe the specific implementation activities and timetables that the County will take to implement the Agreement, including but not limited to:

i. Designing and meaningfully providing the services in the Agreement;
ii. Providing meaningful training to County and County-contracted staff providing the services under the Agreement;
iii. Identifying and contracting with relevant community providers;
iv. Establishing or updating County and interagency agreements, communications, protocols, and policies;
v. Identifying funding streams; and
vi. Ensuring meaningful data collection and quality assurance.

c. The County will meet with the Expert and DRC on an ongoing basis, and at least quarterly, to discuss the implementation of all elements of the Agreement. The County will provide a complete draft of the Implementation Plan outlining all implementation activities to the Expert and DRC within ninety (90) days of the Effective Date. The Expert and DRC will provide comments regarding the Implementation Plan within thirty (30) days of receipt. The County will revise its Implementation Plan to address comments from the Expert and DRC within thirty (30) days, so long as all feedback follows the Agreement as agreed upon by both parties, and shall provide the revised outline to the Expert and DRC. If DRC or the Expert has any additional comments, the County shall address those comments and finalize all plans to operationalize the Agreement within fifteen (15) days. The

Parties may agree to additional time for the County to finalize the Implementation Plan.

d. The County will work with the Expert and DRC to create a reasonable timeline and plan for (1) producing meaningful baseline data, including the data described in Section C.12; and (2) establishing Performance Indicators that describe specific data-based goals and outcomes that the County will achieve through implementation of the Agreement. The Performance Indicators will reflect meaningful improvements in County services and procedures from the baseline data gathered pursuant to (1), above, including by setting specific targets that address the components listed below. The timeline and plan described in this section shall be incorporated into the Implementation Plan.

- **i.** Increasing service utilization rates for the community-based services under this Agreement by adults and youth, including but not limited to Crisis, ACT, FSP, and Youth Services;
- **ii.** Reducing WIC 5150/5585 holds; emergency department and inpatient admissions; and lengths-of-stay related to behavioral health crises;
- **iii.** Reducing the number of County conservatees, whenever possible, held at Kaweah Health Mental Health Hospital or other inpatient psychiatric hospitals;
- **iv.** Reducing service utilization disparities by Underserved Communities;
- **v.** Reducing law enforcement contact for adults and youth experiencing a behavioral health crisis. The Parties recognize that this metric may involve law enforcement activities and data that are outside the County's control. The Parties will work with the Expert to identify attainable data sources and set Performance Indicators that measure meaningful improvements in the County's services while accounting for external factors;
- **vi.** Reducing jail and juvenile hall bookings of people for behavioral health-related reasons. The Parties recognize that this metric may involve law enforcement activities and data that are outside the County's control. The Parties will work with the Expert to identify attainable data sources and set Performance Indicators that measure meaningful improvements in the County's services while accounting for external factors; and
- **vii.** Any other relevant metrics identified by the Parties or Expert.

e. The County will incorporate input from clients, community stakeholders, community-based providers, and relevant agencies as appropriate to continue to guide the implementation of all facets of the Agreement.

f. The Implementation Plan outlining the County's implementation activities, the Performance Indicators, and any updates or amendments are incorporated into and will become enforceable provisions of this Agreement, as if fully set forth here.

g. The County will make the final Agreement, including the Implementation Plan outlining all implementation activities, the Performance Indicators, and any updates or amendments, publicly available, including by posting them on the HHSA website.

h. The County shall immediately begin implementing the Implementation Plan.

3. Expert Review and Reports

a. Within twelve (12) months after the Effective Date of this Agreement and every six (6) months thereafter during the term of this Agreement, the Expert shall complete a comprehensive review of the County's implementation of the Agreement. At the end of each Review Period, the Expert shall issue a report ("Report") that states their opinion as to whether the County has achieved Substantial Compliance, as defined in Section D.4 below, with respect to each component of the Agreement and shall identify which components, if any, have not yet reached Substantial Compliance. The Report shall also provide the Expert's recommendations for implementing any outstanding components of the Agreement.

b. Within three (3) months before each Report is due, or another time period agreed to by the Parties and the Expert, the County will provide the Expert and DRC with a status report on implementation activities, data relating to the Performance Indicators, any updates to the operationalization of the Agreement, and any other relevant data or information requested by the Expert.

c. At least thirty (30) days before each Report is due, the Expert will provide a complete draft Report to the Parties. The Parties may submit comments and responses to the draft Report no later than fifteen (15) days after receipt. If either Party submits a written response to the draft Report, the Expert will consider the response(s) and address them in a final Report within fifteen (15) days. If neither Party submits a written response to the draft Report, the draft Report will become the final Report.

d. Within thirty (30) days after issuance of the final Report, the Parties will meet and confer to discuss the Expert's findings and recommendations.

e. Within forty-five (45) days after issuance of the final Report, the County shall describe the actions it will take to address the Expert's findings and recommendations, including any areas of non-compliance. The Parties and the Expert will then have thirty (30) days to meet and confer regarding the County's planned activities, which the County will revise to address any feedback from the Expert and/or DRC.

4. Findings of the Expert

a. In each Report, the Expert shall identify whether the County is in Substantial Compliance with each Agreement provision. The Expert will make such findings utilizing the following definitions:

i. **Substantial Compliance**: Substantial Compliance indicates that the County has achieved compliance with most or all components of the relevant provision of the Agreement for both the quantitative (e.g., achieving the Performance Indicators identified in the Implementation Plan) and qualitative (e.g., consistent with the larger purpose of the Agreement) measures. Non-compliance due to minor and infrequent violations that are not systemic, or due to an isolated or temporary failure to comply during a period of otherwise sustained Substantial Compliance, will not on its own constitute a failure to satisfy Substantial Compliance. The Expert will track progress towards the Performance Indicators in each Report and as part of determining whether the County achieved Substantial Compliance. If an individual compliance measure necessitates either a lower or higher percentage to achieve substantial compliance, it will be so noted by the Expert. Substantial Compliance must be sustained for a period of at least twelve (12) months in order for monitoring of that indicator to conclude as the outcome would be considered met, subject to Section D.4.a.(v) below. In tracking progress towards the Performance Indicators, the Expert will take into account factors that are outside the County's control.

ii. **Partial Compliance**: Partial Compliance indicates that compliance has been achieved on some of the components of the relevant provision of the Agreement, but significant work remains. A minimum requirement to be considered in partial compliance is that for each provision, relevant policies and procedures must be compliant with Agreement requirements and contain adequate operational detail for staff to implement the policy, staff must be trained, and the County must have begun implementation of the policy.

iii. **Non-Compliance**: Non-Compliance indicates that most or all of the components of the relevant provision of the Agreement have not yet been addressed and/or have not yet been met.

iv. **Un-ratable**: Used where the Expert has not been provided data or other relevant material necessary to assess implementation, or factual circumstances during the monitoring period make it impossible for a meaningful review to occur at the present time.

v. **Monitoring Suspended Based on Previous Findings of Compliance**: Used where two previous successive Reports have found that the provision has been Substantial Compliance, for a total of twelve (12) months. The Expert may, however, continue to review whether the County has achieved Substantial Compliance with a component for which monitoring has been suspended if such review is necessary for determining compliance with other components of the Agreement.

1. If, during the term of the Agreement, DRC forms the good faith belief that the County is no longer in Substantial Compliance with a component of the Agreement for which monitoring has been suspended, DRC shall promptly notify the County in writing and present a summary of the evidence upon which such a belief is based. Within thirty (30) days thereafter, the County shall serve a written response stating whether it agrees or disagrees. If the County agrees, the Expert shall resume monitoring the component(s) at issue. If the County disagrees, the Parties shall present their positions to the Expert in writing. The Expert will, within thirty (30) days, issue a written decision regarding whether to resume monitoring of the component(s) at issue.

5. Expert's Services and Costs

a. The Expert may in their discretion retain or utilize staff and consultants to assist in their evaluations of the County's compliance with this Agreement.

b. Reasonable fees, costs, and expenses of the Expert, during the term of the Agreement shall be borne by the County up to a maximum of $680,000, as agreed to by the County. The Expert shall provide an accounting to the County justifying their reasonable fees, costs, and expenses on a monthly basis, and the County will pay such reasonable fees, costs, and expenses monthly.

c. If, for any reason, Sandra Sinz can no longer serve in the role of Expert, the Parties shall attempt to agree on who may serve in the Expert role. If the Parties do not agree, the Parties shall submit the dispute to a mutually agreed-upon mediator for dispute resolution. If the Parties cannot agree on the mediator, the Parties will ask that one be randomly assigned by JAMS. The County shall advance all costs and expenses for the dispute resolution process. The Parties shall participate in the dispute resolution process in good faith to select a substitute Expert.

6. Access to Information, *Ex Parte* Communications, and Confidentiality

a. In order to assess compliance with the Agreement, the Expert will have reasonable access to all non-privileged information, documents, data, individual records, and all County and County-contracted staff, programs, services, and facilities. The Expert will also meet with community stakeholders and individuals who receive or may need services under this Agreement, if consistent with stakeholder and individual preferences.

b. The County shall enter into an agreement with the Expert that allows the Expert and any staff retained by the Expert to review confidential records consistent with state and federal law. The Expert and any staff shall maintain the confidentiality of all confidential records.

c. The Expert may have *ex parte* communications at any time with the Parties, including counsel for the Parties, and employees, agents, contractors, and all others working for or on behalf of the County to implement the terms of this Agreement.

d. All Parties will have access to any information considered by the Expert, except for *ex parte* communications with other Parties. If the Expert conducts a tour of any programs or facilities, the Parties shall have a right to accompany and observe the Expert during those activities.

e. The Expert's Reports are not confidential, shall be treated as public documents, and can be used by the Parties for any purpose. The Parties shall work collaboratively with the Expert to ensure that Reports do not contain personal-identifying or other confidential information, or are redacted to the extent legally required to protect against disclosure of such information.

7. Ongoing Monitoring by DRC

a. The County acknowledges that DRC, as the protection and advocacy system for the State of California, found probable cause that abuse and/or neglect of people with disabilities has or may have occurred, as those terms are defined in DRC's authorizing statutes and regulations. As such, the Parties agree that DRC is and will continue to be entitled to non-public records upon request, to conduct site visits, to meet with patients, and to conduct any and all other activities consistent with DRC's authorizing statutes and regulations during the term of this Agreement. Cal. Welf. & Inst. Code §§ 4902, 4903.

b. DRC may bring to the attention of the County concerns about any individual receiving services in programs or facilities in the County, including, but not limited to, issues relating to the services under this Agreement. The County shall respond in

writing within fifteen (15) calendar days unless the urgency of the issue requires a more expedited response. The Parties will work cooperatively to resolve individual concerns.

E. TERM OF THE AGREEMENT

1. The Effective Date of this Agreement is the latest date of the signatures below.

2. This Agreement shall continue for a period of three (3) years and three (3) months from the Effective Date or three (3) months after issuance of the Expert's fifth final Report, whichever is later.

a. Notwithstanding Section E.1, if the Expert's fifth final Report states that the County has not Substantially Complied with any component(s) of the Agreement, monitoring and reporting by the Expert shall continue for one additional six-month Review Period, or another time period agreed upon by the Parties.

b. The County may request to terminate this Agreement earlier than the term described in Section E.2 if the Expert issues two consecutive Reports finding the County in Substantial Compliance with all components of the Agreement. In such event, the County will make such request in writing and the Parties will meet and confer. If the Parties agree that the County is in Substantial Compliance with all components of the Agreement, they shall terminate the Agreement in writing. If the Parties disagree, they shall follow the Dispute Resolution process described in Section F.

3. The County will fully implement the components of the Agreement within the timelines specified for each term. If no timeline is specified for a given term, the County shall have eighteen (18) months from the Effective Date to implement such term, unless another time period is agreed upon by the Parties.

4. The Parties may, pursuant to an agreement in writing, modify any of the timeframes or deadlines set forth in this Agreement. If a component of the Agreement will take longer than the time specified to implement due to the need for Board of Supervisors' approval or other reasonable barrier to timely implementation, the Parties will confer and agree upon a reasonable deadline for the County to implement the relevant component of the Agreement.

F. DISPUTE RESOLUTION

1. The Parties agree to work collaboratively to achieve the purpose of this Agreement.

2. The Parties agree to use the following Dispute Resolution process to resolve all disputes, claims, or concerns related to the Agreement and the Implementation Plan that is

incorporated into the Agreement, including but not limited to disputes relating to the performance, language, requirements, or construction of the Agreement:

a. The Party will notify the other Party and the Expert in writing and include reasonably specific information regarding the concern ("Notice");

b. The Parties will meet and confer within thirty (30) days of the Notice to negotiate in good faith and resolve the concern informally;

c. If the Parties are unable to agree on a resolution informally within sixty (60) days of the Notice, the Parties shall engage the services of a mutually agreed-upon mediator. If the Parties cannot agree on the mediator, the Parties will ask that one be randomly assigned by JAMS. The Parties may agree to extend the time for informal resolution beyond sixty (60) days if the Parties mutually believe that the concern can be resolved without mediation;

d. The mediation period shall begin immediately after the conclusion of the informal resolution process described above and shall continue for forty-five (45) days, including the time to engage the mediator, unless the Parties agree to extend or shorten such time;

e. After the 45-day mediation period, the Parties may resort to state and/or federal legal action as they deem necessary and appropriate;

f. Any Party may request that the Expert participate in meet and confer discussions and/or mediation sessions to provide their findings;

g. The County shall advance all costs and expenses for the dispute resolution process; and

h. The Parties shall participate in the dispute resolution process in good faith.

G. RELEASE

1. During the term of this Agreement, DRC is barred from bringing any action against the County under Title II of the Americans with Disabilities Act and related law, as it pertains to the behavioral health services described in this Agreement and provided by HHSA and/or HHSA contracted-providers.

2. This release does not bar DRC from asserting claims against the County relating to the Tulare County Jail. DRC's August 2022 findings letter identified concerns regarding the treatment of incarcerated people with mental health disabilities at the Tulare County Jail. The Parties agree that the Jail's mental health intake, assessment, and treatment requires

further monitoring and discussion and therefore have expressly excluded terms relating to the Jail from this Agreement. The Parties acknowledge that DRC may continue to monitor mental health services at the Jail in its capacity as the protection and advocacy system for California. Nothing in this Agreement shall be construed to limit DRC's ability to monitor the treatment of people with mental health disabilities at the Jail and/or pursue legal remedies on their behalf.

3. This release does not prevent DRC from pursuing all legal remedies available to enforce the terms of this Agreement, including but not limited to specific performance of any and all provisions of the Agreement, after participating in Dispute Resolution under Section F; DRC expressly retains its right to do so.

4. This release does not prevent DRC from pursuing all legal remedies available related to its monitoring and access authorities as the protection and advocacy system for the State of California; DRC expressly retains its right to do so.

5. Nothing in this Agreement shall be read to alter the rights of any individual to file a complaint, grieve, appeal, or otherwise pursue legal remedies against the County under state and/or federal law. The rights of individuals shall not be limited by any provision in this Agreement.

H. ATTORNEYS' FEES AND COSTS

1. The execution of this Agreement is in lieu of filing a complaint in state or federal court. As such, and as recognized in the previously executed Structured Negotiations Agreement ("Exhibit A"), the County has agreed to pay DRC reasonable attorneys' fees and costs for pursuing this matter.

2. The County agrees to pay DRC its reasonable attorneys' fees, expenses, and costs incurred in connection with this matter (including, but not limited to, DRC's investigation and settlement of this matter) in the amount of $337,750. Payment will be transmitted to be received by DRC within forty-five (45) days from the Effective Date.

I. GENERAL

1. The Parties represent and acknowledge that this Agreement and the Implementation Plan incorporated into the Agreement are the result of extensive, thorough, and good faith negotiations. The Parties further represent and acknowledge that the terms of this Agreement have been voluntarily accepted, after consultation with counsel. Each Party to this Agreement represents and warrants that the person who has signed this Agreement on behalf of a Party is duly authorized to enter into this Agreement and to bind that Party to the terms and conditions of this Agreement. All Parties to this Agreement have participated in its drafting; consequently, any ambiguity shall not be construed for or against any Party.

2. This Agreement and the Implementation Plan incorporated into the Agreement represent the entire understanding and agreement between the Parties as to the subject matter of this Agreement. This Agreement may be modified only by a separate writing executed by all Parties. Any rule of construction to the effect that ambiguities are construed against the drafting Party shall not apply in the interpretation or construction of this Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Agreement.

3. To the extent that there is any inconsistency between provisions of this Agreement and the Implementation Plan incorporated into the Agreement as compared to the previously executed Structured Negotiations Agreement ("Exhibit A"), the provisions in this Agreement and Implementation Plan shall control.

4. Failure by any Party to enforce this entire Agreement and the Implementation Plan incorporated into the Agreement or any provision thereof with respect to any deadline or any other provision herein will not be construed as a waiver, including of its right to enforce other deadlines and provisions of this Agreement.

5. This Agreement may be executed in counterparts, each of which will be deemed an original, and the counterparts will together constitute one and the same Agreement, notwithstanding that each Party is not a signatory to the original or the same counterpart.

6. Notice under this Agreement will be provided by email and overnight courier, or by any other agreed upon method, to the signatories below or their successors:

On Behalf of Disability Rights California:

Date: _____ _____

ANDY IMPARATO
Executive Director, Disability Rights California

On Behalf of County of Tulare:

Date: _____ _____

JASON T. BRITT
County Administrative Officer, County of Tulare

Approved as to Form:

Date: _____ _____

SARAH J. GREGORY
Disability Rights California
Attorney for Disability Rights California

Date: _____ _____

MICHELLE KIM KOTVAL
Disability Rights California
Attorney for Disability Rights California

Date: _____ _____

ERIC SCOTT
Deputy County Counsel
County Counsel, County of Tulare

On Behalf of Disability Rights California:

Date: _____

_____
ANDY IMPARATO
Executive Director, Disability Rights California

On Behalf of County of Tulare:

Date: 2/20/25

_____
JASON T. BRITT
County Administrative Officer, County of Tulare

Approved as to Form:

Date: _____

_____
SARAH J. GREGORY
Disability Rights California
Attorney for Disability Rights California

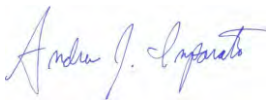
Date: _____

_____
MICHELLE KIM KOTVAL
Disability Rights California
Attorney for Disability Rights California

Date: 02/19/25

_____
ERIC SCOTT
Deputy County Counsel
County Counsel, County of Tulare

On Behalf of Disability Rights California:



Date: 2/24/2025 _____

ANDY IMPARATO
Executive Director, Disability Rights California

On Behalf of County of Tulare:

Date: _____ _____

JASON T. BRITT
County Administrative Officer, County of Tulare

Approved as to Form:

Date: 2/24/2025 _____

SARAH J. GREGORY
Disability Rights California
Attorney for Disability Rights California

Date: 2/24/2025 _____

MICHELLE KIM KOTVAL
Disability Rights California
Attorney for Disability Rights California

Date: _____ _____

ERIC SCOTT
Deputy County Counsel
County Counsel, County of Tulare

EXHIBIT A

STRUCTURED NEGOTIATIONS AGREEMENT

1. PARTIES

The Parties to this Agreement are (1) the County of Tulare and the Tulare County Health and Human Services Agency ("HHSA"), (collectively, the "County"); and (2) Disability Rights California ("DRC"), on behalf of Tulare County residents with mental health disabilities receiving, seeking, or otherwise in need of County mental health services, including crisis services (collectively, the "Parties"). For consideration that is acknowledged by all Parties herein to be adequate, the Parties agree as follows:

2. PURPOSE

The purposes of this Structured Negotiations Agreement ("Agreement") are:

a) To protect the interests of all Parties during the pendency of negotiations of DRC's claims concerning the County's policies, practices, and procedures related to: (1) access to meaningful community-based mental health and crisis services in the most integrated setting, in order to prevent the unnecessary segregation and serious risks of institutionalization of people with disabilities in accordance with the Americans with Disabilities Act ("ADA"), Section 504 of the Rehabilitation Act of 1973, 24 U.S.C. § 794, applicable regulations, and related federal and state law; (2) access to community-based mental health and crisis services in accordance with the Medicaid Act and applicable regulations, including the Reasonable Promptness and Early and Periodic Screening, Diagnostic and Treatment ("EPSDT") requirements; (3) the detention, treatment, and protection of patients' rights for individuals held under the Lanterman-Petris-Short ("LPS") Act, in accordance with state and federal law and constitutional protections; (4) early criminal-system diversion strategies to prevent the arrest and/or incarceration of people with mental health disabilities; and (5) access to services and treatment in the most integrated setting to prevent unnecessary institutionalization of people with disabilities, in accordance with federal and state law.

b) To provide an alternative to adversarial litigation in the form of good faith negotiations concerning the items in paragraphs 2(a) and 5(a)-(k); and

c) To explore whether the Parties' disputes concerning the items in paragraphs 2(a) and 5(a)-(k) of this Agreement can be resolved without the need for adversarial litigation.

3. TOLLING

a) The Parties recognize and agree that, as used in this Agreement, the term "Claim(s)" includes any and all actual, intended, or potential claims, actions, causes of action, charges, complaints, rights, demands, disputes, suits, counterclaims, cross-claims, third-party claims, contentions, allegations, assertions of wrongdoing, agreements, obligations, duties, debts, covenants, contracts, controversies, demands (for indemnification, contribution, or otherwise), promises, liabilities, defenses, rights of set-off, and/or any other statutory, regulatory, administrative, common law or equitable theory and/or cause of action of any kind that DRC could bring in any forum, including, but not limited to, an administrative agency or state or federal court, and under the law of any jurisdiction, arising out of or relating to the items described in paragraphs 2(a) and 5(a)-(k) of this Agreement.

b) To the extent that DRC could assert a Claim, any and all statutes of limitations, statutes of repose, notice or other time-related defenses or limitations, whether statutory, contractual, or otherwise, and whether at law, in equity, or otherwise, in any jurisdiction, which are or may be applicable to any Claim and that may fix or limit the period within which a Claim may be brought, are hereby tolled for the period beginning as of the effective date of this Agreement and continuing until thirty (30) days after any Party gives written notice to all other Parties that this Agreement is no longer effective.

c) The Agreement is not intended to revive and does not revive any Claim which would have been barred by the applicable statute of limitations prior to the effective date of this Agreement.

4. FILING OF COMPLAINT

a) DRC reserves the right to file a complaint in federal or state court at any time, following at least fourteen (14) days advance notice to the County. If DRC files a complaint while the Agreement remains in effect and no party has provided notice as described in Section 8, below, then:

   i) DRC agrees to extend the time for the County to respond to the complaint by at least thirty (30) days from the date that the response would have initially been due;

   ii) The Parties agree to meet and confer regarding the litigation, including an efficient process by which DRC may seek an order to certify any proposed class;

   iii) The Parties agree to jointly seek a stay of discovery, dispositive motion practice (*e.g.*, motions to dismiss, for summary judgment, for preliminary or permanent injunctive relief, etc.), and trial for the duration of this Agreement.

5. TOPICS TO BE ADDRESSED THROUGH NEGOTIATIONS

The Parties agree that the subject of negotiations undertaken pursuant to this Agreement will include:

a) Ensuring access to timely specialty mental health services, including meaningful community-based crisis intervention services and other services that reduce the need for hospitalization or institutionalization and that are provided in the least restrictive and most integrated setting without law enforcement involvement, in accordance with the ADA, the Medicaid Act, and related state and federal laws and regulations;

b) Ensuring access to voluntary, community-based, peer-led crisis treatment services that provide short-term alternatives to institutional care that cannot be immediately resolved in the community, in accordance with the ADA, the Medicaid Act, and related state and federal laws and regulations;

c) Ensuring access to EPSDT services for children and youth, including meaningful community-based crisis intervention services and other services that reduce the need for hospitalization or institutionalization, provided in the least restrictive and most integrated setting;

d) Eliminating the use of serial involuntary mental health holds, including but not limited to holds under Welfare and Institutions Code Sections 5150 and 5585, and protecting the constitutional rights of individuals subject to or at risk of involuntary institutionalization;

e) Ensuring access to early juvenile and criminal-system diversion opportunities to prevent the arrest and incarceration of people with mental health disabilities due to disability-related behaviors;

f) Ensuring that County services are culturally appropriate, informed by community input, and tailored to address the mental health needs of, and the disproportionate adverse impacts felt by, LGBTQ+ communities and communities of color, including but not limited to those in the Black/African American, Indigenous, and/or Latinx/Hispanic communities;

g) Providing reasonable accommodations and/or modifications to policies, procedures, and practices to provide treatment in the most integrated setting, and avoid discrimination against and unnecessary institutionalization of individuals with disabilities in Tulare County;

h) Ensuring appropriate training of Tulare County personnel who serve individuals with disabilities and ongoing development of County programs to ensure that services are culturally responsive, trauma-informed, person-centered, and recovery-oriented;

i) Revising County policies, procedures, and practices as appropriate to address the issues set forth in subparagraphs (a) through (h), above;

j) Reasonable attorneys' fees, costs, and litigation expenses as those terms are defined in the ADA, 42 U.S.C. § 12205, Section 504 of the Rehabilitation Act of 1973, 24 U.S.C. § 794, and other applicable federal

and state law;

k) Scope and format of written agreement(s) addressing the items above, including terms that address methods for ongoing monitoring and enforcement of such agreements, and any other relevant issues.

6. NEGOTIATION OF SETTLEMENT AND IMPLEMENTATION OF EXPERT RECOMMENDATIONS

a) The Parties acknowledge that DRC has retained third-party subject matter experts in the areas of mental-health-crisis and criminal systems ("the DRC Experts"). The DRC Experts have assessed Tulare County's crisis and criminal systems and have made recommendations for addressing the issues set forth above in paragraphs 2(a) and 5(a)-(k).

b) The Parties shall negotiate an Implementation Plan for addressing the issues set forth above in paragraphs 2(a) and 5(a)-(k). That plan shall include a timeline and process for:

   i) Addressing the issues set forth above in paragraphs 2(a) and 5(a)-(k);

   ii) Implementing the DRC Experts' recommendations;

   iii) Monitoring implementation of the Implementation Plan, including, as appropriate, through retention of third-party subject matter experts ("Implementation Experts") to monitor implementation and provide training and technical support; and

   iv) Reporting progress on implementation of the Implementation Plan, including, as appropriate, through retention of Implementation Experts.

c) The Parties shall select mutually agreeable Implementation Experts. The County shall bear all costs related to the retention of the Implementation Experts. The County shall provide DRC with a copy of any proposed contract for retention of Implementation Experts, and

shall allow DRC to make revisions regarding the scope of work prior to executing the retention contract.

d) The Implementation Plan shall be part of any final settlement agreement between and among the Parties that is filed with the court in which the complaint referenced above was filed. The Parties shall jointly request that the court approve the settlement agreement, dismiss the action with prejudice, and that the court retain jurisdiction over enforcement of the settlement agreement for a period of at least three years.

7. ATTORNEYS' FEES

The Parties recognize that, should they reach a settlement agreement as contemplated in paragraph 6 above, the County will pay DRC reasonable fees and costs for pursuing this matter, as contemplated by applicable federal and state laws. The Parties will negotiate the amount of such fees and costs.

8. DURATION OF THIS AGREEMENT

This Agreement will remain in effect until thirty (30) days after any party gives written notice to all other parties that the Agreement is no longer effective. Upon such notice, the County's obligation to negotiate with DRC regarding the topics listed in paragraphs 2(a) and 5(a)-(k) will expire.

9. NO ADMISSION OF LIABILITY

The Parties expressly recognize and agree that entering into this Agreement does not in any way constitute an admission of liability of any wrongdoing by any Party, and that all discussions and negotiations pursuant to this Agreement will constitute conduct made in an effort to compromise claims within the meaning of Federal Rules of Evidence, Rule 408 or any similar state rule of evidence.

10. RULES OF CONSTRUCTION

Each Party has reviewed and participated in the drafting of this Agreement; any rule of construction to the effect that ambiguities are

construed against the drafting Party shall not apply in the interpretation or construction of this Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Agreement.

11. EFFECTIVE DATE

The effective date of this Agreement is the latest date of the signatures below. This Agreement may be executed in counterparts, and a facsimile has the same force and effect as the original.

Date: _____

_____
On behalf of
DISABILITY RIGHTS CALIFORNIA

Date: _____

_____
On behalf of
COUNTY OF TULARE

construed against the drafting Party shall not apply in the interpretation or construction of this Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Agreement.

11. EFFECTIVE DATE

The effective date of this Agreement is the latest date of the signatures below. This Agreement may be executed in counterparts, and a facsimile has the same force and effect as the original.

Date: 2/7/23

On behalf of
DISABILITY RIGHTS CALIFORNIA

Date: 2/23/23

On behalf of
COUNTY OF TULARE