FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR BEHAVIORAL HEALTH SERVICES

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR BEHAVIORAL HEALTH ASSESSMENT AND TREATMENT SERVICES FOR JULY 1, 2018 TO JUNE 30, 2021 (hereinafter referred to as “Amendment”), by and between Sutter-Yuba Behavioral Health, a Joint Powers Agency operated by the counties of Sutter and Yuba (hereinafter referred to as "BEHAVIORAL HEALTH"), and Yuba County Health and Human Services Department (hereinafter referred to as "YCHHSD"), modifies the Memorandum of Understanding between the BEHAVIORAL HEALTH and YCHHSD which became effective July 1, 2018 (hereinafter referred to as “MOU”). A copy of the MOU is attached as Exhibit 1 and incorporated by reference.

For valuable consideration, including their mutual promises, receipt of which is hereby acknowledged, the parties agree to the following:

SECTION 4. BEHAVIORAL HEALTH SHALL of the MOU is deleted in its entirety and replaced with the following effective January 1, 2019:

4. BEHAVIORAL HEALTH shall:

4.1 Provide three (3) Behavioral Health Therapists to Yuba County Child and Adult Protective Services (CAPS) to administer assessments and treatment services to children, youth, and parents of the child/youth, identified and referred by CAPS staff. The BEHAVIORAL HEALTH therapists will:

4.1.1 Determine and document whether the client is covered under Medi-Cal and/or private insurance.

4.1.2 Complete initial triage/screening for all children, youth and adults referred by CAPS staff.

4.1.3 Administer assessment to determine medical necessity for all children/youth referred by CAPS utilizing federal guidance on Medical necessity under Early and Periodic Screening, Diagnosis and Treatment (EPSDT) which states:

The standard of medical necessity used by state must be one that ensures a sufficient level of coverage to not merely treat an already-existing illness or injury but also, to prevent the development or worsening of conditions, illnesses, and disabilities.

4.1.4 Provide therapy for CAPS children/youth and parents who meet medical necessity and provide YCHHSD with progress reports for the court.
4.1.5 Provide therapy for CAPS children/youth and parents who do not meet medical necessity and provide YCHHSD with progress reports for the court.

4.1.6 Refer voluntary cases to BEHAVIORAL HEALTH for triage.

4.1.7 Provide YCHHSD with a monthly report (see Attachment A), attached hereto and by this reference incorporated herein, of children, youth and parents referred by CAPS for assessment and treatment.

4.2 Meet with YCHHSD representatives on a quarterly basis and prior to the submission of the County budget each fiscal year to review service delivery, reporting, invoicing, reimbursements, and to discuss the upcoming budget and any potential changes in cost or service level from the prior fiscal year.

All other terms and conditions of the MOU shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and the MOU, it shall be resolved such that the provisions of this Amendment shall control in all respects.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates of their signatures.

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
YUBA COUNTY BOARD OF SUPERVISORS

By: _____________________________ Date: __________

, Chair

Recommended for Approval:

By: _____________________________
Jennifer Vasquez, Director
Yuba County Health and Human Services Department

ATTEST: RACHEL FERRIS
YUBA COUNTY CLERK OF THE BOARD

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____________________________ By: _____________________________
Courtney C. Abril

SUTTER-YUBA BEHAVIORAL HEALTH
SUTTER COUNTY BOARD OF SUPERVISORS

By: _____________________________ Date: __________

, Chair

By: _____________________________ Date: __________
Nancy O’Hara, Director
Sutter County Health and Human Services Department

ATTEST: DONNA M. JOHNSTON
SUTTER COUNTY CLERK OF THE BOARD

APPROVED AS TO FORM:
SUTTER COUNTY COUNSEL

By: _____________________________ By: _____________________________

Attachment: 2018-2021 Memorandum of Understanding