MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND
SUTTER-YUBA BEHAVIORAL HEALTH

This Memorandum of Understanding (hereafter “MOU”) is effective as of July 1, 2018, by and between Yuba County Health and Human Services Department (hereafter “YCHHSD”) and Sutter-Yuba Behavioral Health (hereafter “BEHAVIORAL HEALTH”) for the provision of behavioral health assessments and treatment services to children, youth and adults identified and referred by YCHHSD.

RECITALS

WHEREAS,

a. YCHHSD is a Department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and

b. BEHAVIORAL HEALTH is a Bi-County Department serving both Sutter and Yuba counties and administered by and a division of Sutter County Health and Human Services Department (SCHHSD) and is overseen by the Sutter County Board of Supervisors; and

c. BEHAVIORAL HEALTH is responsible for providing expanded therapy services; and

d. YCHHSD has the responsibility to refer Yuba County Child and Adult Protective Services children, youth and/or parent(s) in need of therapy services.

THEREFORE, YCHHSD and BEHAVIORAL HEALTH hereto mutually agree as follows:

1. TERM

Commencement Date: July 1, 2018

Termination Date: June 30, 2021

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a twenty (20) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services,
and to allow YCHHSD time in which to complete a renewal agreement for BEHAVIORAL HEALTH and YCHHSD approval.

BEHAVIORAL HEALTH understands and agrees that there is no representation, implication, or understanding that the services provided by BEHAVIORAL HEALTH pursuant to this MOU will be purchased by YCHHSD under a new agreement following expiration or termination of this MOU, and BEHAVIORAL HEALTH waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from BEHAVIORAL HEALTH.

2. DESIGNATED REPRESENTATIVES

The YCHHSD Director is the authorized representative of YCHHSD and will administer this Agreement for YCHHSD. The SCHHSD Director is the authorized representative for BEHAVIORAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. YCHHSD shall:

3.1 Reimburse BEHAVIORAL HEALTH for treatment costs not covered by Medi-Cal and/or private insurance with State or County funds ONLY.

3.2 Screen all Child and Adult Protective Services (CAPS) children/youth 6-17 years of age using the Mental Health Screening Tool (MHST) and refer all children/youth who screen positive.

3.3 Refer Child and Adult Protective Services (CAPS) children, youth and adults who screen positive for assessment to determine medical necessity.

3.4 Refer voluntary cases who screen positive for therapy.

4. BEHAVIORAL HEALTH shall:

4.1 Provide two (2) 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 do not meet medical necessity and provide YCHHSD with progress reports for the court.

4.1.5 Refer voluntary cases to BEHAVIORAL HEALTH for triage.

4.1.6 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 submissio 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.

5. FISCAL PROVISION

5.1 BEHAVIORAL HEALTH shall submit an invoice, including supporting documentation, in a format consistent with that as shown in Attachment B – Invoice/Reconciliation Format, no later than the twentieth (20th) day of the month following the provision of services.

5.2 If client services are covered under Medi-Cal and/or private insurance, BEHAVIORAL HEALTH shall invoice Medi-Cal and/or other payors for services prior to submitting invoices to YCHHSD. BEHAVIORAL HEALTH shall reimburse YCHHSD for services that were paid by YCHHSD and later paid by Medi-Cal and/or private insurance.

5.3 Upon receipt of proper claims and reporting, YCHHSD agrees to reimburse BEHAVIORAL HEALTH for the actual costs of the salaries and benefits paid by BEHAVIORAL HEALTH for the Behavioral Health Therapist that provided services pursuant to this MOU up to the maximum amount specified below. It is understood by both parties that the actual costs of
salaries and benefits of the Behavioral Health Therapist to be reimbursed by YCHHSD to BEHAVIORAL HEALTH may include paid leave, provided that such leave was accrued during the term of this MOU. However, under no circumstances shall YCHHSD reimburse BEHAVIORAL HEALTH the cost of salary and/or benefits for a Behavioral Health Therapist on non-paid leave.

5.4 YCHHSD further agrees to reimburse BEHAVIORAL HEALTH for administrative costs up to the maximum amount specified below and based upon fifteen (15) percent of the actual salaries and benefits claimed. In no event shall the amount invoiced for administrative costs by BEHAVIORAL HEALTH and paid for by YCHHSD exceed fifteen (15) percent of the actual salaries and benefits claimed for the invoice period.

5.5 YCHHSD shall pay BEHAVIORAL HEALTH a maximum amount not to exceed One Hundred Sixty-One Thousand Dollars ($161,000) for fiscal year 2018-2019, One Hundred Sixty-One Thousand Dollars ($161,000) for fiscal year 2019-2020 and One Hundred Sixty-One Thousand Dollars ($161,000) for fiscal year 2020-2021. In no event shall total compensation paid to BEHAVIORAL HEALTH exceed Four Hundred Eighty-Three Thousand Dollars ($483,000) during the term of this MOU without an amendment to this MOU approved by both parties.

5.6 YCHHSD agrees to provide standard workspace and furniture, office supplies, phone, use of copier, access to computer with standard software to BEHAVIORAL HEALTH staff stationed at YCHHSD’s Human Services Division for the purpose of provision of services under this MOU.

5.7 Services performed by BEHAVIORAL HEALTH and not authorized in this MOU shall not be paid for by YCHHSD. Payment for additional services shall be made to BEHAVIORAL HEALTH by YCHHSD if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by both the Yuba and Sutter Boards of Supervisors.

5.8 YCHHSD shall be held harmless from any State disallowance resulting from payments made to BEHAVIORAL HEALTH pursuant to this MOU. If BEHAVIORAL HEALTH has received payments, it shall be liable for any State disallowance made with respect to those payments. BEHAVIORAL HEALTH shall reimburse YCHHSD for any such disallowance in the manner authorized by applicable laws and regulations.

6. GENERAL PROVISIONS

6.1 This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and
contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.

6.2 This MOU may be terminated by either party upon thirty (30) days written notice.

6.3 It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of ten (10) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited ten (10) year period.

6.4 BEHAVIORAL HEALTH agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

6.5 BEHAVIORAL HEALTH must maintain compliance with confidentiality regulations. At no time shall BEHAVIORAL HEALTH's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the YCHHSD. BEHAVIORAL HEALTH and its employees, agents, and representatives shall protect such information and treat it as strictly confidential. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

6.6 BEHAVIORAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. BEHAVIORAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.

6.7 BEHAVIORAL HEALTH warrants that it is knowledgeable of the provision of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. BEHAVIORAL HEALTH agrees that its employees will execute appropriate certifications.

6.8 BEHAVIORAL HEALTH agrees that its performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba, the State of California, and the United States government.

6.9 This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.
6.10 BEHAVIORAL HEALTH is self-insured under California law. BEHAVIORAL HEALTH shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

b. Auto Liability including non-owned automobiles, with a minimums as follows:
   i. Bodily injury
      1. Per Person $1,000,000
      2. Per Accident $1,000,000
   ii. Property Damage $1,000,000

c. Workers Compensation insurance in accordance with California state law.

d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

If requested by YCHHSD in writing BEHAVIORAL HEALTH shall provide, upon receipt of a fully-executed MOU, a Certificate of Self-Insurance naming YCHHSD, its officers, agents, and employees individually and collectively as additional insured (except Worker's Compensation Insurance) for services provided under this MOU.

Coverage shall apply as primary insurance and any other insurance of self-insurance maintained by BEHAVIORAL HEALTH, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice to YCHHSD.

7. ATTACHMENTS

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Monthly Report
Attachment B – Invoice/Reconciliation Format

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8. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided. Notices shall be addressed as follows:

If to YCHHSD:

Jennifer Vasquez, Director
Yuba County Health and Human Services Department
5730 Packard Ave., Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th St., Suite 111
Marysville, CA 95901

If to BEHAVIORAL HEALTH:

Nancy O'Hara, Director
Sutter County Health and Human Services Department
P.O. Box 1520
Yuba City, CA 95991-1520

With a copy to:

County Counsel
County of Sutter
1160 Civic Center Drive, Suite C
Yuba City, CA 95993

IN WITNESS WHEREOF, this MOU has been executed as follows:

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

YUBA COUNTY BOARD OF SUPERVISORS

By: [Signature] , Chair

Date: 4-11-18

ATTEST: RACHEL FERRIS
YUBA COUNTY CLERK OF THE BOARD

APPROVED AS TO FORM:
COUNTY COUNSEL

Courtney C. April
INSURANCE PROVISIONS APPROVED

Jill Abel
Human Resources Director & Risk Manager

Recommended for Approval:

Jennifer Vasquez, Director
Yuba County Health and Human Services Department

SUTTER-YUBA BEHAVIORAL HEALTH

By: Nancy O'Hara, Director
Sutter County Health and Human Services Department

Date: 8-16-18

SUTTER COUNTY BOARD OF SUPERVISORS

By: Dan Flores, Chairman

Date: 8-14-18

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

APPROVED AS TO FORM:
SUTTER COUNTY COUNSEL

SYBH – Therapist MOU 2018-2021
## ATTACHMENT A – MONTHLY REPORT

### SUTTER-YUBA BEHAVIORAL HEALTH MONTHLY STATISTICAL REPORT
FOR COUNSELING & THERAPEUTIC SERVICES

**REPORTING PERIOD:**

(Month / Year)

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Total unduplicated number of referrals received during Reporting Period.</td>
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<tr>
<td>2.</td>
<td>Total number of assessments completed during Reporting Period.</td>
</tr>
<tr>
<td>3.</td>
<td>Total number of individuals who met medical necessity.</td>
</tr>
<tr>
<td>4.</td>
<td>Total number referred to Sutter-Yuba Behavioral Health for:</td>
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<tr>
<td></td>
<td>Managed Care</td>
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<tr>
<td></td>
<td>Triage</td>
</tr>
<tr>
<td>5.</td>
<td>Total number of reports made for the court.</td>
</tr>
<tr>
<td>6.</td>
<td>Total number of counseling hours provided at YCHHSD office</td>
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<tr>
<td>7.</td>
<td>Total number of Mental Health Screening Tools (MHST) completed during Reporting Period.</td>
</tr>
<tr>
<td>8.</td>
<td>Caseload Activity Summary:</td>
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<tr>
<td></td>
<td>A. Total number of active cases at beginning of Reporting Period (contact of at least once a month)</td>
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<tr>
<td></td>
<td>B. Total number of new cases added during the Reporting Period.</td>
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<tr>
<td></td>
<td>C. Total number of cases closed during the Reporting Period.</td>
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<td></td>
<td>D. Total number of active cases at the end of the Reporting Period.</td>
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</tbody>
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\[ (A + B - C = D) \]

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<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Title</th>
<th>Date</th>
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SYBH – Therapist MOU 2018-2021
ATTACHMENT B – INVOICE/RECONCILIATION FORMAT

INVOICE/RECONCILIATION

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contact Information</th>
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<tbody>
<tr>
<td>Sutter-Yuba Behavioral Health</td>
<td>Megan Ginilo</td>
</tr>
<tr>
<td>1965 Live Oak Blvd., Ste. A</td>
<td>Phone: 530.822.7200 Ext. 2204</td>
</tr>
<tr>
<td>PO Box 1520</td>
<td>FAX: 530.822.7270</td>
</tr>
<tr>
<td>Yuba City, CA 95991</td>
<td>Email: <a href="mailto:mginilo@co.sutter.ca.us">mginilo@co.sutter.ca.us</a></td>
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Program: CAPS
Period: _____________ to _____________

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<thead>
<tr>
<th>Personnel</th>
<th># of Positions</th>
<th>Salary</th>
<th>Benefits</th>
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<tr>
<td>1 FTE</td>
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<tr>
<td>1 FTE</td>
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<tr>
<td>Total Salary &amp; Benefits</td>
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<tr>
<td>Administration (15% of Sal &amp; Ben)</td>
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<tr>
<td>Other Revenues Received</td>
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<tr>
<td>Amount Due</td>
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<td></td>
<td>$ -</td>
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</table>

Year-to-Date Accounting

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<tr>
<th></th>
<th>YTD Prior Invoice</th>
<th>Current Invoice</th>
<th>Total YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Salary &amp; Benefits</td>
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</tr>
<tr>
<td>Administration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Revenues Received</td>
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<td></td>
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<tr>
<td>County Payment Received</td>
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<tr>
<td>Reconciled Amount Due</td>
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<td></td>
<td>$ -</td>
</tr>
</tbody>
</table>

Certification:
I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment had not been previously received for the amount invoiced herein; that all other revenues received for CAPS services are accurately reported; and that the original invoices, payrolls, or other documents are on file.

Authorized Signature ___________________________ Date ______________

Mail original and back-up documentation to:
Yuba County Health and Human Services Department
Attention: Administration/Finance
P.O. Box 2320
Marysville, CA 95901