FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING for the Crisis Counseling Program Assistance and Training Program (“CCP”), 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 Probation, Victim Services (hereinafter “VSP”) modifies the MOU entered between the Behavioral Health and VSP that became effective October 11, 2017 (hereinafter referred to as “MOU”). A copy of the MOU is attached as Exhibit 1 and incorporated by reference.

RECITALS

WHEREAS, the MOU specified a term date of October 11, 2017 through September 30, 2018, with an automatic extension for ninety days, or through December 29, 2018.

WHEREAS, on October 19, 2018, the Department of Health Care Services (“DHCS”) announced an additional funding opportunity through DHCS and the Federal Emergency Management Agency for the continuation of the Crisis Counseling Program Assistance and Training Program (“CCP”) through January 31, 2019.

WHEREAS, on or before the termination of the extension period, the parties agreed to extend the term of the MOU and to make certain amendments to the MOU.

WHEREAS, the parties now wish to formally memorialize their agreement by entering into this First Amendment to MOU.

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

SECTION 1. TERM of the MOU is deleted in its entirety and replaced with the following, effective September 30, 2018:

1. TERM

   Commencement Date:   October 11, 2017
   Termination Date:     January 31, 2019

   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 days. The purpose of this automatic extension is to allow for continuation of services, and to allow Behavioral Health time in which to complete a novation or renewal agreement for VSP and Behavioral Health’s approval.

   VSP understands and agrees that there is no representation, implication, or understanding that the services provided by VSP pursuant to this MOU will be purchased by Behavioral Health under a new agreement following expiration or termination of this MOU, and VSP waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from VSP.
SECTION 2. DESIGNATED REPRESENTATIVES of the MOU is deleted in its entirety and replaced with the following effective September 30, 2018:

2. DESIGNATED REPRESENTATIVES
The Interim Local Mental Health Director, or his/her designee, is the representative of Behavioral Health and will administer this MOU for Behavioral Health. James L. Arnold is the authorized representative for VSP. Changes in designated representatives shall occur only by advance written notice to the other party.

SECTION 4. FISCAL PROVISION of the MOU is deleted in its entirety and replaced with the following effective September 30, 2018:

4. FISCAL PROVISION

A. Upon receipt of proper claims, Behavioral Health agrees to reimburse VSP for the cost of services provided in accordance with the following schedule:

1) The maximum reimbursement from Behavioral Health to VSP under this MOU shall not exceed FIVE HUNDRED, FORTY-EIGHT THOUSAND, FIVE HUNDRED SEVENTEEN DOLLARS AND 36 CENTS ($548,517.36).

2) VSP shall submit requests for payment after completion of services no later than the tenth (10th) day of the month following provision of services. VSP’s final request for payment shall be submitted no later than (10th day of the last month of the Term).

B. Services performed by VSP and not authorized in this MOU shall not be paid for by Behavioral Health. Payment for additional services shall be made to VSP by Behavioral Health if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by the Sutter County Board of Supervisors and Yuba County Board of Supervisors.

C. This MOU is valid and enforceable only if sufficient funds are made available to Behavioral Health from state and federal sources for the purpose of this program. In addition, this MOU is subject to any additional restrictions or conditions enacted by Congressional or Legislative process which affect the provision or terms of this MOU in any manner.

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

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SECTION 7. NOTICES of the MOU is deleted in its entirety and replaced with the following, effective September 30, 2018:

7. 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:

To:                        With a copy to:
Nancy O’Hara, Director    Sutter County Board of Supervisors
Sutter County Health and Human Services Department
P. O. Box 1520
Yuba City, CA 95992

James L. Arnold
Chief Probation Officer.
Yuba County Probation
215 5th Street
Marysville, CA 95901

Sutter County Board of Supervisors
1160 Civic Center Boulevard.
Yuba City, CA 95993

Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901
All other terms and conditions of the MOU are reaffirmed and 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.

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

YUBA COUNTY

By: _____________________________ Date: _______________
    CHAIRMAN OF THE BOARD

SUTTER COUNTY

By: _____________________________ Date: _______________
    CHAIRMAN OF THE BOARD

SUTTER-YUBA BEHAVIORAL HEALTH

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

APPROVED AS TO FORM

________________________________________
Yuba County Counsel

APPROVED AS TO FORM

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Sutter County Counsel