MEMORANDUM OF UNDERSTANDING
BETWEEN
SUTTER YUBA BEHAVIORAL HEALTH
AND
YUBA COUNTY PROBATION, VICTIM SERVICES

This Memorandum of Understanding (hereafter “MOU”) is effective as of October 11, 2017, by and between the Sutter Yuba Behavioral Health (hereafter “Behavioral Health”) and Yuba County Probation, Victim Services (hereafter “VSP”) for the Crisis Counseling Program Assistance and Training Program (CCP).

RECITALS

WHEREAS,

a. Behavioral Health is a Bi-County Program operated jointly by Yuba and Sutter Counties and overseen by Sutter County; and

b. VSP is a unit within the Yuba County Probation Department and overseen by the County of Yuba;

c. Behavioral Health is responsible for Administration, fiscal reporting and data/evaluation reporting; and

d. VSP has the responsibility, the experience and the expertise to provide services to, and otherwise assist all Cascade Fire Victims through the CCP grant program within the guidelines and services provisions outlined by FEMA and DHS.

THEREFORE, Behavioral Health and VSP hereto mutually agree as follows:

1. TERM

   Commencement Date: October 11, 2017

   Termination Date: September 30, 2018

   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.

2. DESIGNATED REPRESENTATIVES
   Tony Hobson, Ph.D. is the representative of Behavioral Health and will administer this Agreement 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.

3. VSP shall:
   A. Coordinate and deliver Immediate Service Program (ISP) and Regular Service Program (RSP) crisis counseling services to residents of Yuba County impacted by the Cascade fire.
   B. Develop partnerships with community stakeholders such as schools, faith-based organizations, community-based organizations, and law enforcement to support engagement and recovery of those impacted by the Cascade fire.
   C. Complete data forms and upload into the database provided through the CCP.

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 TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($250,000.00).
      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.

6. GENERAL PROVISIONS

A. Any amendments to this MOU shall be in writing and executed by both parties.

B. This MOU may be terminated by either party at any time for any reason upon thirty (30) days advance written notice to the other party.

C. 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 four (4) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited four (4) year period.

D. VSP agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Sutter, including standards set forth in the Injury and Illness Prevention Program.

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

F. VSP warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. VSP agrees that its employees will execute appropriate certifications relating to Drug Free Workplace.

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: 

Tony Hobson, Ph.D., Director of Behavioral Health 
Sutter Yuba Behavioral Health Services 
P. O. Box 1520 
Yuba City, CA 95992

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

With a copy to:

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

YUBA COUNTY

by: [Signature]  On: 5/21/2018
CHAIR

SUTTER YUBA BEHAVIORAL HEALTH SERVICES

by: [Signature]  On: 4/27/18
Nancy O’Hara, Director of Health and Human Services

APPROVED AS TO FORM

[Signature]

SUTTER COUNTY COUNSEL

APPROVED AS TO FORM

[Signature]

YUBA COUNTY COUNSEL