

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY PROBATION
AND
SUTTER-YUBA BEHAVIORAL HEALTH**

This First Amendment to the Memorandum of Understanding (hereafter "Amendment") by and between the Yuba County Probation Department (hereafter "PROBATION"), who operates Tri-County Juvenile Rehabilitation Facility/Maxine Singer Youth Guidance Center, and Sutter-Yuba Behavioral Health (hereafter "BEHAVIORAL HEALTH") modifies the Memorandum of Understanding dated October 1, 2023 (hereinafter referred to as "MOU") for the provision of BEHAVIORAL HEALTH services provided at the Tri-County Juvenile Hall/Maxine Singer Youth Guidance Center (hereafter "INSTITUTIONS"). 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 1. TERM is deleted in its entirety and replaced with the following, effective upon contract execution:

1. TERM

Commencement Date: October 1, 2023

Termination Date: June 30, 2026

Notwithstanding the term set forth above, and unless this MOU is terminated by either party in accordance with the provisions of this Agreement 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 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 BEHAVIORAL HEALTH time in which to complete renewal agreement for BEHAVIORAL HEALTH and PROBATION approval.

Section 4. BEHAVIORAL HEALTH SERVICES AND DUTIES is amended as follows:

Subsection 4.3 is deleted in its entirety and replaced with the following, effective upon contract execution:

4.3 Complete triage assessments within seven (7) calendar days on any youth triaged by PROBATION as an urgent need and seven (7) business days, excluding weekends and Sutter County recognized holidays on any youth triaged by PROBATION as a routine need for BEHAVIORAL HEALTH referrals. Any youth triaged by PROBATION as an emergent need will be referred pursuant to Section 4.6

Subsection 4.4 is deleted in its entirety and replaced with the following, effective upon contract execution:

4.4 Complete mental health youth intake and treatment plans; provide clinical assessments; assist with case planning; provide counseling, including individual and/or group counseling; crisis resolution and mental health evaluation and treatment, including co-occurring substance abuse and mental health disorders; and provide clinical feedback within scope of practice to the INSTITUTION medical provider.

Subsection 4.6 is deleted in its entirety and replaced with the following, effective upon contract execution:

4.6 Any client placed on a five-minute watch or with more stringent time parameters will be deemed an emergent need, and if the risk is determined to be too critical, BEHAVIORAL HEALTH Psychiatric Emergency Services may be accessed. BEHAVIORAL HEALTH Forensic Mental Health Specialists may conduct a general client safety assessment prior to utilizing BEHAVIORAL HEALTH Psychiatric Emergency Services outside the facility.

Subsection 4.8 is added, effective upon contract execution:

4.8 Direct services include, but are not limited to, any therapeutic, programmatic, consultation and documentation services provided by FMHS related to detained youth, their parents/guardians, or other identified persons related to a detained youths behavioral health treatment. All services provided to detained youth will be in-person. If a FMHS is unable to provide in-person services, remote services may be offered if mutually agreed upon in writing by SYBH and PROBATION.

Section 11. FISCAL PROVISIONS is added to the MOU, effective upon contract execution:

11. FISCAL PROVISIONS

11.1 BEHAVIORAL HEALTH shall submit an invoice, including supporting documentation, to PROBATION no later than the twentieth (20th) day of the month following the provision of services.

11.2 Within sixty (60) days of receipt of invoice, PROBATION will reimburse BEHAVIORAL HEALTH for 50% of the costs of two (2) Full-Time Equivalent (FTE) Forensic Mental Health Specialist I's with a maximum salary and benefit amount not to exceed \$181,812 per year per FTE. FMHS's will provide direct services to INSTITUTION clients.

11.3 BEHAVIORAL HEALTH will provide all necessary documentation to PROBATION'S Medi-Cal billing agent for the maximal reimbursement of services from Medi-Cal in an effort to offset costs to PROBATION.

Section 12. STAFFING is added to the MOU, effective upon contract execution:

12. STAFFING

12.1 BEHAVIORAL HEALTH will provide two (2), PROBATION approved, full-time Forensic Mental Health Specialists (FMHS) I to be assigned to the INSTITUTIONS.

12.2 Prior to working with any INSTITUTION client, BEHAVIORAL HEALTH staff will submit to a background check, including fingerprinting, by PROBATION. PROBATION reserves the right to permit or deny any BEHAVIORAL HEALTH staff from providing services to INSTITUTION clients. Any such denial does not abrogate BEHAVIORAL HEALTH's contractual obligation to provide PROBATION approved two (2) full-time FMHS.

12.3 BEHAVIORAL HEALTH will ensure the FMHS scheduled work days complement each other to ensure maximal daily coverage (i.e. both FMHS are working a 4/10 schedule but their regularly scheduled day off does not fall on the same day).

All other terms and conditions of the Agreement not otherwise revised by this Amendment shall remain in full force and effect.

In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, it shall be resolved such that the provisions of this Amendment shall control in all respects.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the dates of their signatures.

SUTTER COUNTY HEALTH AND HUMAN SERVICES

By: *[Signature]*
Sarah Eberhardt-Rios, Director

Date: 9/26/24

YUBA COUNTY PROBATION DEPARTMENT

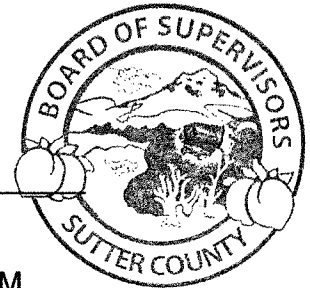
By: *[Signature]*
Matt Ricardy
Yuba County Chief Probation Officer

Date: 10-1-24

SUTTER COUNTY BOARD OF SUPERVISORS

By: *[Signature]*
Matt Conant, Chair

Date: 9/24/24



ATTEST

Stephan D Rofner
Deputy Clerk of the Board

APPROVED AS TO FORM

[Signature]
Office of Sutter County Counsel

YUBA COUNTY BOARD OF SUPERVISORS

By: _____
Don Blaser, Chair

Date: _____

ATTEST

Mary Pasillas, Clerk of the Board

APPROVED AS TO FORM

[Signature]
Office of Yuba County Counsel

Exhibit 1: Memorandum of Understanding October 1, 2023-September 30, 2024

~~APPROVED AS TO FORM
COUNTY COUNSEL
BY: *[Signature]*~~

EXHIBIT 1

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY PROBATION
AND
SUTTER-YUBA BEHAVIORAL HEALTH**

This Memorandum of Understanding (hereafter "MOU") is effective as of October 1, 2023 by and between the Yuba County Probation Department (hereafter "PROBATION"), who operates Tri-County Juvenile Rehabilitation Facility/Maxine Singer Youth Guidance Center, and Sutter-Yuba Behavioral Health (hereafter "BEHAVIORAL HEALTH") for the provision of BEHAVIORAL HEALTH services provided at the Tri-County Juvenile Hall/Maxine Singer Youth Guidance Center (hereafter "INSTITUTIONS").

RECITALS

WHEREAS,

- a. PROBATION administers the Tri-County Juvenile Rehabilitation Facility/Maxine Singer Youth Guidance Center (hereafter "INSTITUTIONS"); and
- b. The Yuba County Chief Probation Officer is responsible for management and control of the INSTITUTIONS pursuant to California Welfare and Institutions Code 852; and
- c. INSTITUTIONS is a Tri-County Program operated jointly by Yuba, Sutter, and Colusa Counties and overseen by the Yuba County Board of Supervisors; and
- d. BEHAVIORAL HEALTH is a Bi-County Program operated jointly by Yuba and Sutter Counties and overseen by the Sutter County Board of Supervisors; and
- e. BEHAVIORAL HEALTH has the responsibility, the experience and the expertise to provide services to youth with mental health conditions as well as those addicted to and/or abusing drugs or alcohol.

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

1. TERM

Commencement Date: October 1, 2023

Termination Date: September 30, 2024

Notwithstanding the term set forth above, and unless this MOU is terminated by either party in accordance with the provisions of this Agreement 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 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 BEHAVIORAL HEALTH time in which to complete renewal agreement for BEHAVIORAL HEALTH and PROBATION 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 PROBATION 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 Chief Probation Officer is the representative of PROBATION and will administer this Agreement for PROBATION. The Assistant Director of Sutter County Health and Human Services-Program Services is the authorized representative for BEHAVIORAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. PROBATION DUTIES AND RESPONSIBILITIES

PROBATION STAFF shall:

- 3.1 Identify those INSTITUTIONS youth to be referred for a mental health assessment and initiate referrals to BEHAVIORAL HEALTH Forensic Mental Health Specialists.
- 3.2 Work in coordination with BEHAVIORAL HEALTH Forensic Mental Health Specialists to identify INSTITUTIONS youth to be referred for a psychiatric evaluation. Psychiatric evaluations will be conducted by the INSTITUTIONS' medical provider.
- 3.3 Provide a safe and secure location for BEHAVIORAL HEALTH Forensic Mental Health Specialists to conduct private assessments and information processing.
- 3.4 Ensure that BEHAVIORAL HEALTH Forensic Mental Health Specialists are provided with all essential information and documentation to complete a detailed assessment.
- 3.5 Ensure BEHAVIORAL HEALTH Forensic Mental Health Specialists have access to necessary components of the INSTITUTIONS management and medical information systems.

- 3.6 INSTITUTIONS agrees to provide standard workspace and furniture, office supplies, phone, use of copier, and access to computer with standard software for BEHAVIORAL HEALTH staff stationed at INSTITUTIONS' programs for the purpose of provision of services under this Agreement.

4. BEHAVIORAL HEALTH SERVICES AND DUTIES

BEHAVIORAL HEALTH shall provide the following services at INSTITUTIONS:

- 4.1 Receive referrals from PROBATION staff. Each referral will be presented at the Multi-Disciplinary Team (MDT) meeting and/or through electronic, verbal, written, or telephonic means when referrals may warrant a response prior to the convening of the next scheduled MDT.
- 4.2 BEHAVIORAL HEALTH Forensic Mental Health Specialist will attend all MDT's.
- 4.3 Complete triage assessments within 72 hours excluding weekends and Sutter County recognized holidays on any youth triaged by PROBATION as an urgent need and fourteen (14) calendar days on any youth triaged by PROBATION as a routine need for BEHAVIORAL HEALTH referrals. Any youth triaged by PROBATION as an emergent need will be referred pursuant to Section 4.6.
- 4.4 Complete mental health youth intake and treatment plan as indicated for BEHAVIORAL HEALTH referrals.
- 4.5 In the event that psychotropic medications appear warranted, provide referral and information to INSTITUTIONS' medical provider for medication evaluation as indicated.
- 4.6 If a client is placed on a five-minute safety watch, client will be referred to INSTITUTIONS' medical provider therapist by BEHAVIORAL HEALTH Forensic Mental Health Specialist or INSTITUTION staff. If not available, INSTITUTIONS' medical provider on-call therapist should be notified. If risk is determined to be too critical and unable to be managed by INSTITUTIONS' medical provider and/or PROBATION staff, BEHAVIORAL HEALTH Psychiatric Emergency Services may be accessed. BEHAVIORAL HEALTH Forensic Mental Health Specialists may conduct a general client safety assessment prior to utilizing BEHAVIORAL HEALTH Psychiatric Emergency Services outside of the facility.
- 4.7 Assist in the transition care planning prior to release from custody for BEHAVIORAL HEALTH clients.

4.8 BEHAVIORAL HEALTH Forensic Mental Health Specialist will attend all client transition meetings.

5. MUTUAL INDEMNITY AGAINST THIRD PARTY CLAIMS

BEHAVIORAL HEALTH and PROBATION shall each indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from any third party lawsuit, claim, or other legal action that alleges liability, costs, losses, damages, or expenses (including reasonable attorneys' fees and costs), that arise out of or result from the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

BEHAVIORAL HEALTH and PROBATION, as Indemnitees, shall:

- (1) Promptly provide the Indemnitor with notice of any third party claim or potential claim against the Indemnitee;
- (2) Make no admissions to any third party regarding any such claim or settle such claim except as approved by the Indemnitor in writing.

Any failure by the Indemnitee to perform in accordance with this Subsection shall not affect Indemnitor's obligations under this Section.

6. INSURANCE

Each Party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this MOU is a material breach of contract and is grounds for termination of the MOU.

7. GENERAL PROVISIONS

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.

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

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.

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.

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.

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 workplace. BEHAVIORAL HEALTH agrees that its employees will execute appropriate certifications.

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.

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.

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.

9. 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 PROBATION: | With a copy to: |
| Yuba County Probation | County Counsel |
| Matt Ricardy, Chief Probation Officer | County of Yuba |

215 5th, Suite 154
Marysville, CA 95901

915 8th St., Suite 111
Marysville, CA 95901

If to BEHAVIORAL HEALTH:
Sutter-Yuba Behavioral Health
Rick Bingham, Director
P. O. Box 1520
Yuba City, CA 95992

With a copy to:
County Counsel
County of Sutter
1160 Civic Center Dr.
Yuba City, CA 95991

10. COUNTERPARTS

This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transaction Act (Ca. Civ. Code § 1633.1, et seq.) or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, each party may request original ink signatures provided that failure to deliver such original ink signatures shall not affect the validity of the electronic signatures that were delivered.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the dates of their signatures.

SUTTER COUNTY HEALTH AND HUMAN SERVICES

By: 
Sarah Eberhardt-Rios, Director

Date: Oct 27, 2023

YUBA COUNTY PROBATION DEPARTMENT

By: 
Matt Ricardy
Yuba County Chief Probation Officer

Date: 10-31-23

SUTTER COUNTY BOARD OF SUPERVISORS

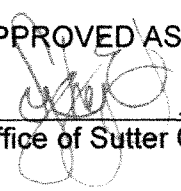
By: 
Karm Bains, Chair

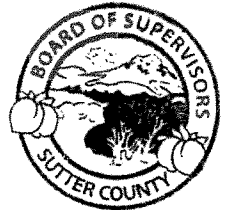
Date: 10.24.23

ATTEST

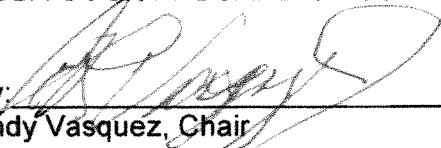

Deputy Clerk of the Board

APPROVED AS TO FORM


Office of Sutter County Counsel




YUBA COUNTY BOARD OF SUPERVISORS

By: 
Andy Vasquez, Chair

Date: November 28, 2023

ATTEST


Mary Pasillas, Clerk of the Board
Natalie Allen, Board Clerk

APPROVED AS TO FORM


Office of Yuba County Counsel

INSURANCE PROVISIONS APPROVED:


Tiffany Manuel,
Human Resources Director and Risk Manager