



RESOLUTION No. 17-581

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF NEVADA AND THE NEVADA COUNTY BEHAVIORAL HEALTH DEPARTMENT

WHEREAS, under this renewal Memorandum of Understanding, the Nevada County Superior Court determines at the end of the fiscal year if they have money available to reimburse the Behavioral Health Department for agreeing to cooperate fully in the operation of the Juvenile Drug Court (JDC) and the Adult Mental Health Court (MHC); and

WHEREAS, the Behavioral Health Department and its subcontractors will:

- Provide assessment and treatment recommendations for JDC and MHC participants.
- Provide case management services when necessary.
- Participate in the JDC and MHC staffing and hearings.
- Provide administrative services when necessary.

The Court will:

- Refer JDC and MHC participants for assessment and therapeutic services.
- Compensate Behavioral Health for assessment, case management and administrative services under the MOU.
- As mutually agreed to, add services to either existing MOU by addendum or separate contracts as needed.

WHEREAS, this MOU allows for reimbursement from the Court to the Behavioral Health Department for services provided.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Memorandum of Understanding by and between the Superior Court of California, County of Nevada and the Nevada County Behavioral Health Department to cooperate in the operation of the Juvenile Drug Court and Adult Mental Health Court, and to allow for the Court to reimburse Behavioral Health for assessments, case management and administrative services up to a maximum of \$7,500 for the Agreement period of July 1, 2016 through June 30, 2017 be and hereby is approved.

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors authorizes the County Executive Officer to sign said MOU on behalf of the County of Nevada.

Funds to be deposited into account: 1589-40110-493-8301/440530

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of December, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Hank Weston, Chair

12/12/2017 cc: BH*
AC* (Hold)

12/14/2017 cc: BHs*
AC* (Release)
HHSA*
SCofCA

Memorandum of Understanding

Between the Superior Court of California, County of Nevada County and Nevada County Behavioral Health Department

The Superior Court of California, County of Nevada (hereinafter "Court") and the Nevada County Behavioral Health Department (hereinafter "Behavioral Health") agree to cooperate fully in the operation of the Juvenile Drug Court (hereinafter "JDC") and Adult Mental Health Court (hereinafter "MHC").

Under the terms of this agreement, to the extent that the funding under this agreement allows, Behavioral Health and its subcontractors will:

- Provide assessment and treatment recommendations for JDC and MHC participants
- Provide case management services when necessary
- Participate in the JDC and MHC staffing and hearings
- Provide administrative services when necessary

The Court will:

- Compensate Behavioral Health for assessment services, case management services, and administrative services under this MOU
- Mutually agreed as needed, add services to either existing MOU by addendum or separate contracts
- Refer JDC and MHC participants for assessment and therapeutic services

TERMS OF AGREEMENT:

This Agreement shall commence on July 1, 2016 and end on June 30, 2017. Either party may terminate this agreement for any reason by giving thirty (30) calendar days written notice to the other party. Notice of termination shall be sent by registered mail.

PAYMENTS:

Behavioral Health will submit to Court periodic invoice detailing the client name, service provided, provider of service, and number of units of service. Courts shall reimburse Behavioral Health at the interim payment rate for each unit of service from Behavioral Health staff, using the interim payment rate in effect at the time of the service. For Behavioral Health staff services that are not Medi-Cal billable services (such as non-client specific meetings), Behavioral Health will invoice at the interim payment rate for case management. For Subcontracted services, Behavioral Health will invoice at the rate actually paid to the subcontractor. Total payments under this agreement shall not exceed \$7,500 per fiscal year.

RELATIONSHIP BETWEEN PARTIES:

It is expressly understood that in the performance of the services herein, Behavioral Health and the agents and employees thereof, shall act as independent contractors and not as officers, employees, or agents of the Court.

JURISDICTION AND VENUE:

This agreement shall be construed in accordance with the laws of the State of California and the parties agree that venue shall be in Nevada County, California.

INDEMNIFICATION:


Behavioral Health agrees to indemnify, defend, and hold Court harmless from any and all claims, actions, proceedings, and liabilities which may occur as a consequence of this agreement and from any and all losses to anyone who may be injured or damaged by reason of Behavioral Health's negligence or willful and intentional misconduct in the performance of this agreement.

COMPLIANCE WITH APPLICABLE LAWS:


Behavioral Health shall comply with any and all federal, state, and local laws affecting the services covered by this agreement.

NOTICES:

Notices shall be given to the Court at the following location:


G. Sean Metroka
Court Executive Officer

Date: 7/27/2017


Rebecca Slade
Mental Health Director

Date: 8/4/2017

Court Executive Officer
Superior Court of California
County of Nevada
201 Church Street, suite 7
Nevada City, CA 95959
530-265-1313

Behavioral Health Department
500 Crown Point Circle, suite 120
Grass Valley, CA 95945
530-470-2784


Michael Heggarty
HHSA Director

Date: 8/7/2017


Richard A. Haffey
County Executive Officer

Date: 12/14/2017

Health & Human Services Agency
950 Maidu Ave
Nevada City, CA 95959
530-470-2562

County Executive Office
950 Maidu Ave
Nevada City, CA 95959
530-265-7170