

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, 2018 and end on June 30, 2019. 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 \$8,420 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:

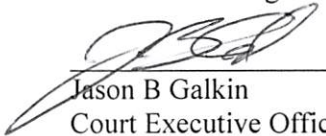
Behavioral Health agrees to indemnify, defend, and hold Court harmless from any and all claims, actions, proceedings, and liabilities which may occur as a consequence of this agreement and from any and all losses to anyone who may be injured or damaged by reason of Behavioral Health's negligence or willful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


Jason B Galkin
Court Executive Officer

Date: 7/8/2019


Phebe Bell
Behavioral Health Director

Date: 7/12/2019

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: 7/10/2019


Alison Lehman
County Executive Officer

Date: 9/17/2019

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