

**MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF FRESNO AND
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY FOR TRANSLATION SERVICES**

This Memorandum of Understanding ("MOU") is made as of October 22, 2018 ("Effective Date") between the County of Fresno ("COUNTY"), a political subdivision of the State of California, and the California Mental Health Services Authority ("CalMHSA"), a joint powers authority formed by counties pursuant to Government Code section 6500 et seq. (individually, a "Party"; collectively, the "Parties").

A. PURPOSE AND SCOPE OF AGREEMENT

The Triennial Protocol (Section 85f) requires counties have "a mechanism for ensuring accuracy of translated materials in terms of both language and culture (e.g., back translation and/or culturally appropriate field testing)." CalMHSA agrees to carry out the Mental Health Plan (MHP) and Drug Medi-Cal Organized Delivery Systems (DMC-ODS) Handbook Translation Project on behalf of all counties to save costs and create uniformity across the counties. Therefore, CalMHSA will execute contracts for the translation of the DMC-ODS and MHP Beneficiary Handbooks, which will be translated into all sixteen (16) prevalent languages identified by the California Department of Health Care Services (DHCS), seventeen (17) including English, as well as Braille. COUNTY has approved CalMHSA to advance costs as needed to start the project, however, not to exceed the Maximum Compensation stated below in Section B.

CalMHSA is precluded from claiming Medi-Cal and the One-Time County Translation Cost state funds that are available. COUNTY has agreed to serve as the primary fiscal agent to be responsible for paying the costs of translation and obtain reimbursement from Medi-Cal and the One-Time County Translation funds to offset the cost of the translation.

The first translation should be available in three (3) to eight (8) days after execution of this MOU with the back translation and/or culturally appropriate field testing taking three (3) to four (4) months. The costs would include compensation for individuals participating in the community review.

B. BUDGET

The Maximum Compensation of this MOU shall not exceed \$125,000.00.
The full amount is to be paid upon execution of this MOU.

C. TERM/TERMINATION

1. The term of this MOU will be for one (1) calendar year, beginning on the Effective Date.
2. Either Party may terminate this MOU by giving at least ninety (90) calendar days notice to the other Party; provided, however, such termination will not be effective, and this MOU will remain in full force and effect, unless and until the Parties execute a new MOU.

D. DISPUTE RESOLUTION

If, after thirty (30) calendar days of negotiations, CalMHSA and COUNTY cannot resolve a dispute regarding the interpretation or performance of this MOU, either Party may request a meeting between the CalMHSA Executive Director and the COUNTY Department of Behavioral Health Director for the purpose of resolving the dispute. If such meeting is requested, the meeting will be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the dispute, the dispute will be submitted for non-binding mediation. If the mediation fails to resolve the dispute, either Party may request binding arbitration by a third party mutually agreed upon by the Administrative Director of the Judicial Council and the California State Association of Counties. Until the dispute is resolved, the Parties will continue to operate the Program as set forth in this MOU and perform and observe their respective responsibilities and rights hereunder.

E. COMPLIANCE WITH AUDITS; RECORDS RETENTION REQUIREMENTS

1. The Parties will receive, reply to, and/or comply with any audit by an appropriate government agency that directly relates to this MOU or to funds to be handled or disbursed hereunder. The Parties will each maintain an accounting system and supporting fiscal records to comply with state audit requirements related to this MOU.
2. The Parties will maintain and preserve all records and documentation related to this MOU, including records related to billings and other financial records, in an accessible location and condition for a period of not less than five years after an account has been completely paid or until after an audit involving an account has been resolved, whichever is later. Each Party will adequately protect all records against fire or other damage.

F. GENERAL PROVISIONS

1. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties to this MOU.
2. Amendment. No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the Parties, or their respective authorized designees.
3. Further Assurances. Each Party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU.
4. Waiver. Any waiver by either Party of the terms of this MOU must be in writing and executed by an authorized representative of the waiving party and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.
5. Severability. The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining

provisions shall not be affected or impaired thereby. Any such provision will be enforced to the maximum extent possible so as to effect the reasonable intent of the Parties and will be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

6. Risk Allocation. It is the intention of both parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or its officers, directors, officers, agents and employees. The Parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code 895.6. Instead, pursuant to Government Code section 895.4, the Parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.

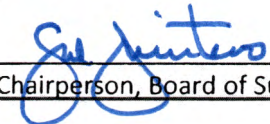
7. Counterparts. This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first written above.

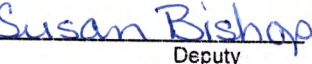
CALMHSA

Signed:  Name (Printed): John E. Chaquica
Title: Chief Operating Officer Date: 11/14/18
Address: CALMHSA, 3043 Gold Canal Drive, Suite 200, Rancho Cordova, CA 95670
Phone: (916) 859-4800 Email: John.Chaquica@calmhsa.org

COUNTY

Signed:  Name (Printed): Sal Quintero
Title: Chairperson, Board of Supervisors Date: 12-11-18

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

AGREEMENT BETWEEN THE COUNTY OF FRESNO
AND
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

Term: October 22, 2018 through October 21, 2019

FOR FRESNO COUNTY ACCOUNTING USE ONLY:

Fund/Subclass: 0001/10000
Organization: 56302005 (\$125,000)
Account/Program: 7295/0