

**MEMORANDUM OF UNDERSTANDING  
REGARDING CRISIS NOW DONATION**

This Memorandum of Understanding (“*MOU*”) dated July 1, 2022 (“*Effective Date*”) is by and between the County of Yolo Health and Human Services Agency, a political subdivision of the State of California (“*County*”), and Dignity Community Care, a Colorado nonprofit corporation, doing business as Woodland Memorial Hospital (“*Hospital*”). County and Hospital are at times referred to individually as “*Party*” or collectively as “*Parties*.”

**RECITALS**

A. WHEREAS, Hospital operates a general acute care hospital located in Yolo County, California, and in conjunction therewith works to further its charitable mission of enhancing the well-being of people in the communities it services.

B. WHEREAS, County is a non-profit provider of community care management services in the community.

C. Hospital has determined that it is in furtherance of its mission and its values to support the Program and the Parties enter into this MOU on the terms and subject to the conditions set forth below.

**AGREEMENT**

**I. ACCEPTANCE OF DONATION**

A. The conditions set forth in this MOU are deemed to be agreed to by the County if the County accepts any donation from Hospital. No payments will be released until a signed copy of the MOU is returned to Hospital.

i. County Contact:

Ian Evans  
Adult and Aging Branch Director  
137 N. Cottonwood St, Woodland, CA 95695  
ian.evans@yolocounty.org

ii. Hospital Contact:

Elissa Southward  
Director, Community Health & Outreach  
3400 Data Drive, Rancho Cordova, CA 95670  
elissa.southward@commonspirit.org

iii. Donation Amount: \$300,000

iv. Donation Period: July 1, 2022 - June 30, 2025

v. Program Summary: County operates the following program which will be supported in part by the donation made by Hospital under this MOU. The Crisis Now program (the “*Program*”) consists of a 24/7 Access/Crisis Call Center, 24/7 Crisis Responders, and a 24/7 Receiving/Sobering Center. Implementation of the Program in Yolo County improves the way the community meets the needs of individuals in mental health crisis who may otherwise end up in the emergency room, at risk for suicide, and/or involved in the criminal justice system. Further, integrated care results in linkages for follow up services that may prevent crisis reoccurrence. The Program supports the 220,408 residents of Yolo County under a No Wrong Door policy- this means there is no utilization management in the field on the part of law enforcement and the facility would accept non-local persons.

- vi. Outcome Objective: Provide mental health support services to the community.

## II. PAYMENT SCHEDULE; REPORTING REQUIREMENTS

A. Payment Schedule: Hospital will issue donation(s) to the County in accordance with the payment schedule below:

- i. One Hundred Thousand Dollars (\$100,000) due within thirty (30) days of completion of signatures of this MOU by the authorized County representative and Hospital's authorized representative.
- ii. One Hundred Thousand Dollars (\$100,000) due on or before July 1, 2023
- iii. One Hundred Thousand Dollars (\$100,000) due on or before July 1, 2024
- iv. Notwithstanding the foregoing, Hospital shall have the right to terminate this MOU (including any outstanding, prospective donation payments) at any time, with or without cause, by providing at least sixty (60) days' prior written notice to County.

B. Reporting Requirements: Hospital desires to know about the Program's accomplishments toward achieving the Program's objectives, including changes that may have been made in objectives or in the strategy for accomplishing them, and problems encountered and whether and how they have been resolved. Accordingly, the Parties agree that County shall provide Hospital with a report every six months as provided below, or as otherwise agreed upon, in a mutually acceptable form.

- i. Half-Year Reports Due: January 2023, January 2024, January 2025
- ii. Final Reports Due: July 2023, July 2024, July 2025

## III. PUBLICITY

A. Hospital is committed to improving the health of our community by supporting health programming by local grassroots and public agencies. We ask that the County acknowledge Hospital as a support organization on all published materials related to the subject matter of the donation. County grants to Hospital the right and license to use County's name, logos, photos and other similar information. The Parties agree the County will submit copies of all publicity with the progress and final reports as provided in Section II above. **Any statement about Hospital's policies or staff must be cleared in advance with the Hospital's contact person listed in Section I.**

## IV. BUDGET AND USE OF DONATION

A. Donation amount must be used by the County in accordance with the Program Summary and Outcome Objectives stated in Section I above. Any significant changes within the final budget (i.e. greater than 10% of total donation amount) must be approved in advance by Hospital. Per IRS guidelines for community benefit reporting, please consider any funding under this MOU to be a donation that is restricted for use in carrying out County's important community benefit work focused on serving poor and/or underserved populations in Yolo County. County's work will help address one or more of the significant community health needs in the community.

## V. REVERSION OF DONATION

A. All donation funding not expended for the Program as agreed upon by the County and Hospital must be returned to Hospital by the completion of the Donation Period identified in Section I.

**VI. AUDIT**

A. Hospital reserves the right to conduct an audit on County if Hospital deems an audit to be appropriate and necessary in its sole discretion.

**VII. COLLABORATION AND COMMUNICATION**

A. County has designated the primary contact person identified in Section (I)(A)(i), who shall collaborate and communicate on a regular basis with Hospital Contact as defined in Section (I)(A)(ii).

**VIII. INDEMNIFICATION**

A. In accepting donation from Hospital, County hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Hospital and its affiliates, and its and their officers, directors, employees, representatives, agents, successors and assigns from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the County, its employees, contractors, or agents, in applying for or accepting such donation, in expending or applying the donation furnished pursuant to this MOU or in carrying out the Program or project to be funded or financed by such donation, except to the extent that such claims, liabilities, losses or expenses result directly from any act or omission of Hospital, its officers, directors, employees or agents.

**IX. COUNTERPARTS; ENTIRE AGREEMENT/AMENDMENT**

A. This MOU may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A photocopy, scanned, or electronically signed version of the executed MOU may be used as if it were the original MOU. This MOU is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions among the Parties with respect to such subject matter. This MOU may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties, and explicitly indicate that such writing modifies or amends this Agreement.

[Signature Page to Follow]

**X. SIGNATURES**

A. Hospital is pleased to make this donation to County. By the Parties signatures below, each of the signatories to this MOU represent that they have the authority to execute this MOU and to bind the Party on whose behalf their execution is made.

IN WITNESS WHEREOF, the Parties have executed MOU on the dates set forth below to be effective as of the Effective Date.

COUNTY:


\_\_\_\_\_  
Angel Barajas, Chair  
Yolo County Board of Supervisors

\_\_\_\_\_  
Date

Approved as to Form:  
Philip J. Pogledich, County Counsel

By: Hope P. Welton  
Hope P. Welton, Senior Deputy

HOSPITAL:

  
Gena Bravo, RN  
Hospital President  
Woodland Memorial Hospital

8/23/2022  
Date