

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) by and between the **County of Yolo**, a political subdivision of the State of California (the “County”), and **California Health and Recovery Solutions, P.C.**, a California corporation (“CHRS”), entered into effective as of **October 18, 2023** (the “Effective Date”).

RECITALS

WHEREAS, the California Department of State Hospitals (“DSH”) has entered into an agreement (the “DSH Agreement”) with CHRS for the provision of Early Access and Stabilization Services, (the “Services”) in correctional facilities located throughout the State of California; and

WHEREAS, the County operates a correctional facility located at 140 Tony Diaz Drive Woodland, CA within Yolo County, California (the “Facility”) and is required to permit the Services at its Facility pursuant to Welfare & Institutions Code section 4361.7; and

WHEREAS, CHRS and the County wish to enter into this MOU to establish the terms for CHRS’s provision of Services at the Facility, consistent with the DSH Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. **Recitals:** The parties hereto acknowledge and agree that the above recitals are true and correct and are hereby incorporated by this reference.
2. **Term:** The term of this MOU shall commence on the Effective Date and continue in full force and effect for a period of two (2) years, and shall be coterminous with the DSH Agreement, unless terminated earlier as provided in Section 3 of this MOU below regarding “Termination.” As such, this MOU shall automatically renew for three (3) additional two (2) year terms, unless CHRS delivers written notice to the County that the DSH Agreement has terminated.
3. **Termination:** Notwithstanding Section 2, above, this MOU may be terminated upon the occurrence of any of the following:
 - a. This MOU shall terminate immediately upon the termination of the DSH Agreement. CHRS shall promptly provide written notice of any such termination. The parties acknowledge that the current DSH Agreement terminates June 30, 2024, with the potential for two 1-year extensions beyond that date.
 - b. Any party may terminate this MOU for their convenience and without cause by giving thirty (30) days’ advance written notice to the other parties hereto.
 - c. It is understood and agreed that this MOU shall be subject to annual appropriations by DSH. If future funds are not appropriated for this MOU, and upon exhaustion of existing funding, CHRS may terminate this Agreement without penalty or liability by providing fourteen (14) days’ advance written notice to the County.
4. **Party Responsibilities:** The County shall provide the services of 1.4 full time equivalent Detentions Deputy I/I-STC/II sheriffs (“Correction Services”) to facilitate the provision of

Services at the Facility. In exchange for the Corrections Services, CHRS shall pay the County Two Hundred Nine Thousand Dollars and 00/100 (\$209,000.00) annually (“Annual Compensation”) to be paid in monthly installments to the County in the amount of Seventeen Thousand Four Hundred Sixteen Dollars and 67/100 (\$17,416.67). The Annual Compensation and resulting monthly payments shall be adjusted commensurate with and on the same effective date as any increases in the DSH Agreement for deputy costs. Because the Services are commencing at the Facility mid-month, the first payment (October 2023) shall be prorated resulting in a payment of \$7,547.22.

5. **Invoicing:** The County shall submit invoices to CHRS monthly in arrears. CHRS shall pay such invoices in full within ninety (90) days of its receipt of each such invoice. Invoices and all payment inquiries should be directed to:

California Health and Recovery Solutions
Attn: Accounts Payable
3340 Perimeter Hill Drive
Nashville, TN 37211
accountspayable@wellpath.us

6. **Confidentiality:** All parties shall comply with all applicable federal and state laws governing the privacy and security of protected health information. The parties to this MOU will ensure there will be no exchange of patient information without specific written authorization by the patient or their legal representative, or unless required by state or federal law. Any exchange of patient information for the purposes of arranging or coordinating services will be conducted in a confidential environment such that the identity of the patient is protected.
7. **Governing Law; Venue:** This MOU and the rights and duties of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.
8. **Assignment:** The MOU may not be assigned by any Party except with the prior written consent of the other Parties, which shall not unreasonably be withheld. Any assignment by a Party without the other Parties’ prior written consent shall be null and void and without force and effect.
9. **Insurance.** Without limiting the County’s right of indemnification from CHRS or any third-parties, CHRS shall purchase and maintain the insurance policies described below (collectively, the “Insurance Policies”) prior to the commencement of the Services. CHRS shall maintain the Insurance Policies throughout the term of this Agreement.
 - a. CHRS shall deliver the blanket Additional Insured endorsement from CHRS’s insurance carrier to the County’s Risk Manager guaranteeing said coverage to the County prior commencing work. CHRS shall deliver proof of insurance and all blanket endorsements in accordance with this Agreement’s Notice Section, or as otherwise agreed between the parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

- b. CHRS shall cause each of the Insurance Policies to be endorsed through a blanket endorsement, designating the County and its Board members, officials, officers, employees, and agents as additional insureds.
- c. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.
- d. Minimum Limits: CHRS shall obtain the insurance policies in not less than the amounts set forth below prior to commencing work:
 - (1) Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate.
 - (2) Comprehensive Automobile Liability – One Million Dollars (\$1,000,000) per accident and property damage.
 - (3) Workers Compensation as required by the California Labor Code. CHRS shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.
 - (4) Professional Liability covering CHRS's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.
- e. CHRS shall obtain insurance placed with state approved or admitted insurers rated by A.M. Best Co. as A-:VII or higher.
- f. CHRS shall provide the County with thirty (30) days' prior written notice of cancellation of any of the Insurance Policies. The County is not liable for the payment of premiums or assessments on the Insurance Policies. No cancellation provisions in the Insurance Policies shall be construed in derogation of the continuing duty of the CHRS to furnish insurance during the term of this Agreement.

- 10. **Indemnification:** When the law establishes a professional standard of care for the Services, to the fullest extent permitted by law, CHRS shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against all losses, liabilities, damages, costs, and expenses, including attorney fees and costs, but only to the extent CHRS is responsible for such damages, liabilities, and costs on a comparative fault basis between CHRS and County. CHRS shall not be obligated to defend or indemnify the County for its own negligence or for the negligence of third-parties.
 - a. This indemnification specifically includes any claims that may be against the County by any taxing authority or third-party asserting that an employer-employee relationship exists because of this Agreement.
 - b. These indemnification obligations survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.
- 11. **Notice:** Whenever any notice, demand or consent is required or permitted under this MOU, such notice, demand or consent shall be written and shall be deemed given when sent by

certified mail, return receipt requested, hand delivery, reputable overnight carrier (e.g. Fed Ex, UPS), or via email to the address set forth for each party below.

- 12. **Modification:** No modification of any of the provisions of this MOU shall be binding unless in writing and signed by all parties to this MOU.
- 13. **Headings/Number, Gender:** The headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural.
- 14. **Severability:** If any provision of this MOU is deemed to be invalid or unenforceable, the remainder of this MOU shall be valid and enforceable as though the invalid or unenforceable parts had not been included herein.
- 15. **Counterparts:** This MOU may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.
- 16. **Entire Agreement:** This MOU, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this MOU will be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this MOU having read, understood, and agreed to all the terms, conditions, obligations, rights, covenants, representations, and warranties herein and intending to be bound as of the Effective Date.

COUNTY OF YOLO

Address for Notice:


By: _____

Name: _____

Title: _____

Date: _____

CALIFORNIA HEALTH AND RECOVERY SOLUTIONS

By:  _____
40C6C9BECDC54A2...

Name: Dr. Richard Maenza

Title: President

Address for Notice:

Attn: Chief Legal Officer

3340 Perimeter Hill Drive

Date: 11/28/2023

Nashville, TN 37211