

MEMORANDUM OF UNDERSTANDING

Yolo County Crisis Now- 24/7 Crisis Receiving Center

COUNTY OF YOLO – Health and Human Services Agency

CITY OF XXXX

June 2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the County of Yolo, a political subdivision of the State of California, (“County”) and City of XXX, a municipal corporation organized under the laws of the State of California, (“City”), which shall be referred to individually as “Party” or collectively as “the Parties.”

WHEREAS, County has entered into agreements with the State of California, Department of Health Care Services, to provide behavioral health services to County of Yolo residents, including but not limited to the State Performance Agreement, State Managed Care Mental Health Plan (MHP) Agreement, and the Drug Medi-Cal Organized Delivery System (DMC-ODS) Intergovernmental Agreement; and

WHEREAS, County has previously implemented various mental health and/or substance use crisis (“behavioral health crisis”) response systems and strategies including but not limited to the Mobile Crisis Benefit, Senate Bill (SB) 82 Triage Services, and Davis based First Responder’s Mental Health Urgent Care Clinic; and

WHEREAS, based on lessons learned from previous programs and the assistance of experts sponsored by the Mental Health Services Oversight and Accountability Commission (MHSOAC), County is implementing the Crisis Now model—a recommended and highly effective methodology to meet the rising needs of individuals in behavioral health crisis, who may otherwise end up in the emergency room, at risk for suicide, and/or involved in the criminal justice system; and

WHEREAS, the Yolo County Crisis Now project includes the provision of a 24/7 access & crisis call center, mobile crisis responders, and a 24/7 crisis receiving center which includes a 23-hour stabilization center and transportation to short-term crisis beds as needed; and

WHEREAS, the Parties collaborated in fiscal year 2020-21 and entered into a memorandum of understanding regarding the Co-Responder Project (“Co-Responder Project MOU”), to embed County Health and Human Services Agency (“HHSA”) clinically trained behavioral health staff in City’s local law enforcement agency, to assist officers in responding to behavioral health crisis in the community and with follow up on residents who have come in contact with law enforcement as a result of behavioral health. The Parties will continue to support the mobile crisis responder portion of the Yolo County Crisis Now project under the separate and distinct Co-Responder Project MOU (see Attachment 1); and

NOW, THEREFORE, County and City agree as follows:

- I. PURPOSE.** The purpose of this MOU is to formalize the Parties agreement regarding the financial and programmatic support of the Yolo County 24/7 Crisis Receiving Center (“24/7 Receiving Center”) portion of the Yolo County Crisis Now project. The 24/7 Receiving Center will serve as a “no wrong door” entry point for those in behavioral health crisis to receive immediate behavioral health support and offer our de-facto crisis responders (i.e., law enforcement, emergency departments) a more appropriate alternative to address behavioral crises.
- II. OBJECTIVES.** The 24/7 Receiving Center will create additional short term behavioral health treatment capacity, offering crisis stabilization services as an alternative to long term psychiatric hospitalization or jail. First responders and law enforcement agencies will be able to transport those in behavioral health crisis to the 24/7 Receiving Center, increasing City’s first responders’ access to and coordination with HHSA staff and other community behavioral health providers who will be staffing the facility. This will result in a reduction in use of local jails and emergency departments for behavioral health crises, as well as improve behavioral health response. During fiscal year 2025-26, the Parties will review any cost savings with a goal of reinvestment of savings to ensure ongoing

financial sustainability of the overall Crisis Now project.

Typically, short-term crisis residential stabilization services include a range of community-based resources that can meet the needs of an individual with an acute psychiatric crisis and provide a safe environment for care and recovery. The short-term crisis stabilization services are designed to prevent or ameliorate a behavioral health crisis and/or reduce acute symptoms of mental illness by providing continuous 24-hour observation and supervision for persons who do not require inpatient services. These services may be provided by County staff or third-party contractor(s), or a combination of both as determined by the County.

III. RIGHTS AND RESPONSIBILITIES

A. City Responsibilities:

1. Provide funds, as outlined in Section V, to County for the 24/7 Receiving Center portion of the Yolo County Crisis Now project.
2. Participate in the County procurement process for selection of third-party contractor(s), which may include, but not be limited to, acting as a vendor selection committee member.
3. Participate in quarterly Crisis Now local advisory committee to review data outcomes, track funding, and discuss quality improvements with County and third-party contractor(s).

B. County Responsibilities:

1. County will act as the fiscal agent for all funds.
2. County will take the lead on facilitating the selection process for third-party providers (“contracted service providers”) to ensure conformance with County Procurement policies, including facilitating drafting, review, and finalization of procurement documents, scheduling of vendor selection committee meetings, and coordinating and participating in the vendor selection committee.
3. County will execute contracts between the County and the contracted service providers selected in accordance with this MOU.
4. County will host and facilitate a Crisis Now local advisory committee to review data outcomes, track funding, and discuss quality improvement with City and contracted service providers.

C. Mutual Responsibilities:

1. The Parties will collaborate to develop a decision-tree for determining the destination location for an individual with an acute psychiatric crisis by the end of the second quarter of 2026.

IV. TERM OF MOU. The term of this MOU shall be July 1, 2024 through June 30, 2027.

V. PAYMENT.

A. During the term of this MOU, City agrees to provide County with funding towards the cost of the 24/7 Receiving Center portion of the Yolo County Crisis Now project totaling **NINE HUNDRED THIRTY THOUSAND DOLLARS (\$930,000)**, specified as follows:

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Fiscal Year 2024-25 July 1, 2024 through June 30, 2025	Fiscal Year 2025-26 July 1, 2025 through June 30, 2026	Fiscal Year 2026-27 July 1, 2026 through June 30, 2027	Total Cost
\$\$\$\$	\$\$\$\$	\$\$\$\$	\$\$\$\$

The payment schedule is as follows:

1. Fiscal Year 2024-25 (July 1, 2024 through June 30, 2025) due by July 31, 2024.
2. Fiscal Year 2025-26 (July 1, 2025 through June 30, 2026) due by July 31, 2025.
3. Fiscal Year 2026-27 (July 1, 2026 through June 30, 2027) due by July 31, 2026.

B. Payment to HHS shall be remitted to:

County of Yolo
Attn: Accounts Receivable
137 N. Cottonwood Street, Suite 2400
Woodland, CA 95695

C. Should County or City terminate this MOU before the end of a fiscal year, County shall return pro-rated share of the cost based on the number of whole months remaining in the fiscal year to City within 45 days of termination. If needed, payment shall be returned to:

City of XXX
Attn: Finance Department
Address
Address

D. County via HHS shall use the funding provided under this MOU to support the 24/7 Receiving Center portion of the Yolo County Crisis Now project, which may include, but not be limited to, personnel, operating, and administration of 24/7 Receiving Center, any portion of which may be contracted out to contracted service providers, in County's sole discretion.

VI. FACILITIES, EQUIPMENT, PROPERTY. City shall not acquire any ownership right to facilities, equipment or property procured using the funding provided under this MOU.

VII. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS. The Parties are responsible to maintain and retain all related documents and work products developed under this MOU for the retention period required by their respective internal policies or any applicable Federal or State laws.

VIII. DATA SHARING AND CONFIDENTIALITY.

A. County and City understand and acknowledge that their elected and appointed officials, directors, trustees, officers, agents, employees, participants, volunteers and contractors may have access to information that is protected by state or federal law in their possession, custody or control. Such confidential information may include, but is not limited to information protected by the applicable Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 ("Part 2 Regulations"), Penal Code sections 13300 *et seq.*, and Welfare and Institutions Code section 5328 (hereinafter referred to as "Confidential

Information”).

B. The Parties will not disclose, copy, nor modify any Confidential Information without prior written consent or unless otherwise allowed by law. The Parties will promptly notify each other if they become aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this MOU.

C. Each Party shall comply with, and require its elected and appointed officials, directors, trustees, officers, agents, employees, participants, volunteers, and contractors to comply with, all applicable laws and regulations regarding the confidentiality, privacy and security of Confidential Information.

D. City shall share or provide data, which may include Confidential Information, to the County HHS Director, or designee, and County shall provide data to City consistent with mutually agreed upon Performance Metrics for the Yolo County Crisis Now project on a quarterly and annual basis. The purpose of sharing this data is to allow HHS and City to evaluate and improve the Yolo County Crisis Now project for the benefit of County, City, its local law enforcement agencies, and communities.

E. Each Party agrees to share data based upon the assurance from the other Party that such data will be treated as highly confidential and protected from public disclosure under state and federal law. Any data containing personally identifying information will be encrypted for transmission and will be stored in a manner that will protect against accidental or intentional sharing. Each Party will monitor the storing and sharing of any data to ensure it is being stored and shared in accordance with all applicable State and federal laws.

IX. COLLABORATION. The Parties will work collaboratively, and in good faith, with each other and other local law enforcement agencies and any contracted service providers, to achieve the goals of the Yolo County Crisis Now project, including:

A. Ensure services are provided without discrimination based on race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. The Parties shall comply with all applicable laws and requirements related to investigations of allegations of discrimination, harassment, and retaliation and will either produce their elected and appointed officials, directors, trustees, officers, agents, employees, participants, volunteers, and contractors for investigative interviews or will conduct an investigation under the applicable rules and regulations of the applicable agency as deemed necessary.

B. Provide services in a culturally and linguistically competent manner as a fundamental effort to ensure success of high quality and cost-effective services. Parties shall collaborate to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of served population.

X. INDEMNITY. To the fullest extent permitted by law, the City and County shall indemnify, defend, protect, hold harmless, and release the other, their elected and appointed officials, directors, trustees, officers, agents, employees, participants, volunteers, and contractors from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising out of or connected with any negligent acts or omissions, or willful

misconduct of that Party or its elected officials, officers, agents, employees, participants, volunteers, and contractors when performing any activities or obligations required of that Party under this MOU. The Parties will cooperate with each other in the investigation and disposition of any claim arising out of the activities under this MOU, providing that nothing shall require either Party to disclose documents, records, or communications that are protected under attorney-client privilege or attorney-work product privilege. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts. In providing any defense under this Section, the indemnifying Party shall use counsel reasonably acceptable to the Party being indemnified. The provisions of this Section shall survive the termination or expiration of this MOU.

XI. NOTICES. Any notices pertaining to this MOU shall be sent to the County and the City at the addresses specified below by U.S. First Class Mail, postage pre-paid, and by email:

Yolo County

Yolo County Health and Humans Services
Agency
Attn: HHSA Director
137 N. Cottonwood Street, Suite 2500
Woodland, CA 95695
HHSACONTRACTS@Yolocounty.gov

Yolo County Counsel's Office
Hope P. Welton, Senior Deputy
625 Court Street, Room 201
Woodland, CA 95695
HWelton@yolocounty.gov

City of XXX

XXX Police Department
Attn: Chief XXX
Address
Address
Email

City Attorney's Office
Attn: XXX
Address
Address
Email

Any Party to this MOU may change the names, mailing or email address(es) specified above by providing the other Parties with written notice of such change. Such notice shall be provided at least fifteen (15) calendar days prior to the effective date of the change.

XII. PROCUREMENT AND ACQUISITIONS. The Parties shall follow the County's Procurement Policy and applicable federal and state procurement requirements when procuring or acquiring goods, supplies, and/or services using funds pursuant to this MOU.

XIII. TERMINATION.

A. Any Party may terminate this MOU in whole or in part, in its sole discretion, for any reason or for no reason at all, with at least ninety (90) days' prior written notice to the other Party. When required by law, including, but not limited to, an order from a court with jurisdiction over the Parties, a published appellate decision, or state or federal statute, this MOU may be immediately suspended by any Party upon notice to the other Party; any such suspension shall not extend the term of this MOU.

B. Should any Party fail to substantially perform its obligations in accordance with this MOU, the other Party may notify the defaulting Party of such default in writing and provide not less than ten (10) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this MOU. If such default is not cured within said ten (10) day period (or such longer period as is specified in the notice or agreed to by the Parties), the Party that gave notice of default may terminate this MOU upon not less than fifteen (15) days advance written notice.

- C. This MOU is subject to City, County, the State of California, and the United States appropriating and approving sufficient funds for the activities required of this MOU. If a Party's respective adopted budgets and/or receipts from the State of California and the United States do not contain sufficient funds for this MOU, that Party may terminate this MOU by giving ten (10) days advance written notice thereof to the other Party, in which event the Parties shall have no obligation to contribute to the Program any further funds or provide other consideration.
- XIV. AMENDMENTS.** Any modifications to this MOU must be in writing. This MOU may be amended only by written instrument signed by the duly authorized representatives of the Parties.
- XV. AVAILABILITY OF FUNDS.** The ability of the Parties to carry out their responsibilities under this MOU is subject to their respective funding procedures and the availability of appropriated funds. If either Party encounters budgetary problems which may affect the activities to be carried out under this MOU, that Party will notify and consult with the other Party or Parties in a timely manner.
- XVI. APPLICABLE LAWS.** This MOU will be governed and construed in accordance with the laws of the State of California. In the performance of the services required by this MOU, the Parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws. This MOU is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.
- XVII. WAIVER OF BREACH.** Waiver of breach of any provision of this MOU will not be deemed a waiver of any other breach of the same or different provision.
- XVIII. SEVERABILITY.** The invalidity or unenforceability of any term or provision in this MOU will in no way affect the validity or enforceability of any other term or provision of this MOU as a whole, unless the effect of such severance would be to alter substantially the agreement or the obligations of the Parties, in which case this MOU may be immediately terminated.
- XIX. PUBLIC RECORDS ACT.** Upon its execution, this MOU shall be subject to disclosure pursuant to the California Public Records Act.
- XX. COVENANTS AND CONDITIONS.** Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both.
- XXI. CONFLICT OF INTEREST.**
- A. Both Parties shall comply with the applicable laws and regulations of the State of California, County, and City regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Both Parties certify, to the extent of the knowledge of the undersigned and without search as of the date of execution of this MOU, that it presently has no interest, which would conflict in any manner or degree with the performance of obligations and responsibilities hereunder. Both Parties further certify, to the extent of the knowledge of the undersigned and without search as of the date of execution of this MOU, that in the performance of this MOU no person providing services under this MOU presently has any such interest. This certification shall remain in force until performance is completed of the Services required under this MOU. Nothing in this MOU shall be construed as limiting the rights to contract with other persons or entities on a limited or general basis.
- C. Both Parties agree that if any fact comes to its attention that raises any question as to the applicability of any conflict-of-interest law or regulation they will promptly inform the other Party and reasonably provide all information needed for resolution of the question.

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XXII. THIRD PARTY RIGHTS. The promises in this document benefit the Parties only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this MOU, nor do the Parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

XXIII. VENUE. This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this MOU shall be filed and resolved in a California State Court located in Yolo County, California.

XXIV. ENTIRE MOU/INTEGRATION. The complete MOU shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

Exhibit A – Business Associates Agreement and Qualified Service Organization Agreement Addendum.

County and City shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this MOU (including exhibits and attachments), the provision that requires the highest level of performance for County’s benefit shall prevail.

This MOU constitutes the entire agreement between County and City and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this MOU.

XXV. AUTHORITY. The undersigned hereby represent and warrant that they are authorized by the respective Parties to execute this MOU.

Neither Party shall possess any authority with respect to the other and no right to act on behalf of other in any capacity or to bind it to any obligations, except as otherwise expressly provided in this MOU.

XXVI. COUNTERPARTS. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures Follow]

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IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year last set forth, below.

COUNTY OF YOLO

CITY OF XXX

Lucas Frerichs, Chair
Board of Supervisors

XXX, City Manager
City of XXX

Date: _____

Date: _____

Approved as to Form:

Nolan Sullivan, Director
Health and Human Services Agency

XXX, City Attorney

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

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

By: _____
Hope P. Welton, Senior Deputy

EXHIBIT A – HIPAA COMPLIANCE

BUSINESS ASSOCIATE & QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM

- I. The County and City intend to protect the privacy and provide for the security of protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”), and any other applicable laws.
- II. By signing this MOU, City warrants and certifies that it has reviewed the Yolo County Health and Human Services Agency (HHS) Behavioral Health Compliance Plan available at <https://www.yolocounty.org/health-human-services/mental-health/behavioral-health-quality-management>. City may also request a copy of the Behavioral Health Compliance Plan by emailing Health and Human Services Agency (HHS)-Behavioral Health Quality Management at HHSAQualityManagement@yolocounty.org.
- III. In order to be in compliance with the aforementioned laws and regulations, by signing this MOU City and County hereby enter into this Business Associate & Qualified Service Organization Agreement Addendum with is attached to and incorporated into the Agreement.

BUSINESS ASSOCIATE & QUALIFIED SERVICE & ORGANIZATION AGREEMENT ADDENDUM

RECITALS

- A. The purpose of this Business Associate Agreement Addendum (“this Addendum”) to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable privacy and security laws, including the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, 42 USC §290dd-2 and 42 CFR Part 2.
- B. Definitions. All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 CFR Parts 160 and 164 and 42 CFR Part 2.
 - (1) Business Associate. “Business Associate” shall mean the Party with whom the County of Yolo (“the County”) is contracting or City, as referenced above. If applicable, Business Associate may also be a Qualified Service Organization (QSO) as defined by 42 CFR Part 2 §§2.11 and 2.12.
 - (2) Underlying Agreement. “Underlying Agreement” shall mean the MOU between the County and the Business Associate, to which this Addendum is attached and incorporated.
 - (3) Covered Entity. “Covered Entity” shall mean the covered components of the County of Yolo hybrid entity which are subject to the standards for privacy and

security of 45 CFR, Parts 160 and 164. If applicable, Covered Entity may also be a “federally assisted Part 2 program” as defined by 42 CFR Part 2 §§2.11 and 2.12.

- (4) Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as defined in 45 CFR Parts 160 and 164.
- (5) Electronic Protected Health Information. “Electronic Protected Health Information” or “E PHI” shall have the same meaning as defined in CFR Parts 160 and 164.
- (6) Patient Identifying Information. “Patient identifying information” or “PII” shall have the same meaning as defined in 42 CFR Part 2 §2.11 and shall meet the definition of PHI under 45 CFR Parts 160 and 164.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the Parties agree as follows:

1. Permitted Uses and Disclosures by Business Associate.

Pursuant to the Underlying Agreement, City will participate in the implementation of the Yolo County Crisis Now project as provided in the Underlying Agreement which may involve the use and disclosure of protected Health Information (PHI), Electronic Protected Health Information (E PHI), or Patient Identifying Information (PII).

As otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and E PHI to participate in the Yolo County Crisis Now project, as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity and the use or disclosure of PHI and E PHI is limited to the minimum amount necessary for Business Associate to perform its obligations pursuant to the Underlying Agreement.

2. Obligations and Activities of Business Associate.

Business Associate shall:

- (a) Not use or disclose PHI, E PHI, or PII other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with 45 CFR Part 164 with respect to E PHI, to prevent use or disclosure of PHI or E PHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, as soon as reasonably practicable, and in no event less than 24 hours for security incidents, as defined in 45 CFR §164.304, and 1 hour for breaches of unsecured PHI or E PHI as defined by §§164.402 and 164.410 of the HIPAA Regulations, to the County’s Privacy Officer, the County’s Security Officer, and to the HHS Behavioral Health Compliance Officer HHS.BHCompliance@yolocounty.gov.

This report will include at least the following information:

- (i) the nature of the non-permitted or violating use or disclosure or Security

Incident; and

(ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying Agreement or any State or Federal reporting requirements.

(e) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

(f) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524.

(g) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to 45 CFR §164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.

(h) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.

(i) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(j) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.

(l) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.

(m) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(n) Business Associate will ensure than any agent, including a subcontractor, to whom it

provides PHI or EPHI agrees in a written contract to implement and use administrative, physical and technical safeguards that reasonably protect the integrity and availability of the electronic protected health information.

Business Associates must enter into the written contract before any use or disclosure of PHI or EPHI by such agent or subcontractor. The written contract must identify Yolo County as a direct and intended third Party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of electronic protected health information. Business Associate will provide a copy of the written contract to the County upon request. The Business Associate Agreement or written contract will include notification of a breach of unsecured PHI as referenced in § 2d., above.

(o) Business Associate will comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(p) To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits PHI or EPHI that is patient identifying information protected by 42 USC §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”) Business Associate acknowledges and agrees that:

(i) that it is a QSO as defined by 42 CFR Part 2 §§2.11 and 2.12;

(ii) in receiving, storing, processing or otherwise dealing with any such patient records, Business Associate is fully bound by the Part 2 Regulations and Business Associate shall comply in full with those requirements, including the prohibition against redisclosure.;

(iii) Business Associate will resist, in judicial proceedings or otherwise, any efforts to obtain access to patient records, except as permitted by the Part 2 regulations;

(iv) any unauthorized disclosure/redisclosure or use of information under the Part 2 regulations is a federal criminal offense.

3. Obligations of Covered Entity.

Covered Entity shall:

(a) notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation(s) may affect Business Associate 's use or disclosure of PHI and EPHI.

(b) notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI and EPHI.

(c) notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

(d) not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity. Consultant may use or disclose the CANS PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the main agreement and in

accordance with and as permitted by with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

4. Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

(a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.

(b) Termination for Cause. Upon County of Yolo's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Yolo may terminate this Addendum and the Underlying Agreement immediately upon written notice.

(c) Effect of Termination.

(i) Except as provided in paragraph (ii) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI. Business Associate shall not destroy any PHI or EPHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity without the express written approval of Covered Entity.

(ii) In the event that Business Associate determines that returning the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make its return infeasible. Upon the agreement of Covered Entity that return is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return infeasible, for so long as Business Associate maintains such PHI and EPHI, or until Covered Entity authorizes its destruction.

5. Miscellaneous Terms:

(a) Mutual Representation and Warranty. Each Party represents and warrants to the other Party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under the Underlying Agreement, are or will be appropriately informed of the terms of this Addendum and are under legal obligation to fully comply with all provisions of this Addendum.

(b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum shall survive the termination, expiration, or cancellation of the Underlying Agreement, regardless of reason.

(c) No Third-Party Beneficiaries. Nothing express or implied in the Underlying Agreement

or this Addendum is intended to confer, nor will anything herein confer, upon any person other than the Parties hereto any rights, remedies, obligations, or liabilities whatsoever.

(d) Notices. Any notices required or permitted to be sent pursuant to this Addendum will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses set forth above in the Terms and Conditions Exhibit of the Underlying Agreement, or to such other address as a Party may designate by notice pursuant hereto. Notices will be effective upon the date when delivery is either effected or refused.

(e) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with HIPAA, the HITECH Act, HIPAA Regulations, Part 2 Regulations, and other applicable privacy and security laws.

(f) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with of HIPAA, the HITECH Act, HIPAA Regulations, Part 2 Regulations, and other applicable privacy and security laws.

(g) Binding Effect. This Agreement shall be binding upon the Parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

(h) Severability. Should any provision of this Agreement be found unenforceable, it shall be deemed severable, and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.