

**THIRD AMENDMENT
(BOS AGREEMENT NO. ____ - ____)**

This Third Amendment to Memorandum of Understanding ID No. 1198 (“Third Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Davis Joint Unified School District (“District”), jointly referred to as the “Parties” herein.

WHEREAS, on or about March 4, 2021, the Parties entered into a Memorandum of Understanding (“MOU”); and

WHEREAS, on or about July 8, 2022, the Parties amended the MOU via the First Amendment; and

WHEREAS, on or about April 13, 2023, the Parties further amended the MOU via the Second Amendment; and

WHEREAS, the Parties would now like to amend the MOU, as previously amended, to:

1. Add **Paragraph F** to **Section VI** to add in payment information for the support of the Wellness Center at Harper Middle School; and
2. Revise **Paragraph XX.A** and **Paragraph XX.B** to update contact information; and
3. Revise **Paragraph 2(d)** of **Exhibit A** to update County Risk Manager and County email addresses.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Paragraph F of Section VI of the MOU is hereby added to read as follows:

F. 1. District will make two (2) payments no greater than **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** to County during the Fiscal Year 2024-25 to help support the Wellness Center at Harper Middle school by supporting the funding of a CommuniCare OLE staff person. Payment shall be issued as follows:

- a. First payment of Fifty Thousand Dollars (\$50,000) is due to County by October 1, 2024
- b. Second payment of Fifty Thousand Dollard (\$50,000) is due to County by February 1, 2025

Payment to County shall be remitted to:

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

2. Should County or District terminate this MOU before the end of Fiscal Year 2024-25, County shall return pro-rated share of the cost based on the number of whole months remaining in the fiscal year to District within forty-five (45) days of termination. If needed, payment shall be returned to:

Davis Joint Unified School District
Attn: Business Services
526 B Street
Davis, CA 95616

2. Paragraph XX.A. and Paragraph XX.B. of the MOU is hereby amended to read as follows:

- A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and District at their respective address as follows:

District: Davis Joint Unified School District 526 B Street Davis, CA 95616 Attn: Timothy Rahill, Associate Superintendent of Business Services	County: Yolo County Health and Human Services Agency 137 N. Cottonwood Street Woodland, CA 95695 Attn: Nolan Sullivan, Director
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- B.** In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

District: trahill@djud.net	County: Contracts Unit: HHSAContracts@yolocounty.gov Contract Administrator: Mary.Yung@yolocounty.gov
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3. Paragraph 2(d) of Exhibit A to the MOU is hereby amended to read as follows:

(d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in 45 CFR §164.304, and within one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

- (i) Herbert Lester, Yolo County Risk Manager/Safety Officer at Herbert.Lester@yolocounty.gov; and
- (ii) Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer at Lee.Gerney@yolocounty.gov; and
- (iii) Charles Egbert, HHS Privacy Officer at Charles.Egbert@yolocounty.gov; and
- (iv) Katherine Barrett, HHS Behavioral Health Compliance Officer at HHSA.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.

- 4.** Except as specifically amended by this Third Amendment and any prior amendments, the MOU shall remain in full force and effect according to its terms.

[Signatures Follow]

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

DISTRICT

COUNTY OF YOLO

Matt Best, Superintendent
Davis Joint Unified School District

Lucas Frerichs, Chair
Board of Supervisors

Date: _____

Date: _____

Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

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

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