

BOS No. Amd3 24-265  
HHSA No. 1198

**FOURTH AMENDMENT  
(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This Fourth Amendment to Memorandum of Understanding HHSA No. 1198 (“Fourth 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, and who agree as stated below.

**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**, on or about September 24, 2024, the Parties further amended the MOU via the Third Amendment; and

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

1. Revis **Paragraph F** to **Section VI** to add funding for Fiscal Year (FY) 2025-26;
2. Revise **Paragraph XX.A** to update contact information; and
3. Revise **Paragraph 2(d)** of **Exhibit A** to update Risk Manager and County email addresses;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

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

**F. 1.** District will make payments no greater than **ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000)** to County according to the below schedule to help support the Wellness Center at Harper Middle School by supporting the funding of a CommuniCare OLE staff person.

<b>Fiscal Year</b>	<b>Payment Due Date</b>	<b>Amount</b>
2024-25	October 1, 2024	\$50,000
	February 1, 2025	\$50,000
2025-26	April 30, 2026	\$80,000
<b>Total</b>		<b>\$180,000</b>

Payment to County shall be remitted to:  
County of Yolo  
Attn: Accounts Receivable  
137 N. Cottonwood Street, Suite 2400  
Woodland, CA 95695

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2. Should County or District terminate this MOU before the end of the fiscal year, 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. 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 addresses 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: HHSa Director

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) Yolo County Risk Manager/Safety Officer at [Risk.Mgmt@yolocounty.gov](mailto:Risk.Mgmt@yolocounty.gov);
- (ii) Yolo County Chief Technology Officer, Information Security Officer at [Lee.Gerney@yolocounty.gov](mailto:Lee.Gerney@yolocounty.gov);
- (iii) HHSa Privacy Officer at [Charles.Egbert@yolocounty.gov](mailto:Charles.Egbert@yolocounty.gov); and
- (iv) HHSa Behavioral Health Compliance Officer at [HHSa.BHCompliance@yolocounty.gov](mailto: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 Fourth 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 Fourth Amendment as of the day and year last set forth below.

**DISTRICT**

**COUNTY OF YOLO**

\_\_\_\_\_  
Tim Rahill, Associate Superintendent  
Davis Joint Unified School District

Date: 2/19/2024

\_\_\_\_\_  
Sheila A. Allen, Chair  
Board of Supervisors

Date: \_\_\_\_\_

Signed by:

\_\_\_\_\_  
11711BEA9F074GE  
Monica Morales, 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

