

FIRST AMENDMENT

This First Amendment (“First Amendment”) to the Memorandum of Understanding between the County of Yolo via its Health and Human Services Agency (Yolo) and the County of Nevada via its Behavioral Health Department (Nevada) for the Data Drive Recovery Project is made and entered into as of the last date signed herein, as stated below.

WHEREAS, on or about October 1, 2019, the Parties entered into a Memorandum of Understanding regarding the Data Drive Recovery Project (“the Agreement”); and

WHEREAS, Yolo and Nevada now mutually agree to amend the Agreement in its entirety, via this First Amendment, by deleting the Agreement and replacing it with this First Amendment;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF YOLO AND COUNTY OF NEVADA

1. Parties. This Memorandum of Understanding (“MOU”) is made and entered into by and between the County of Yolo (“Yolo”) whose address is 625 Court St., Woodland, CA 95695, and the County of Nevada Behavioral Health Department (“Nevada”), whose address is 500 Crown Point Circle, Grass Valley, CA 95945, herein collectively referred to as “the Parties.”

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Data Driven Recovery Project-Cohort 1 (“DDRP”) will function. With Yolo as the lead entity of the Mental Health Services Act (MHSA) funded initiative, O’Connell Research, Inc. as a subcontractor (“O’Connell Research”) and Nevada as one of the DDRP participating county behavioral health departments (“Participating Counties”), the DDRP goals are to bring together stakeholders and decision makers to have maximum impact on a) understanding the prevalence of behavioral health issues of those in the criminal justice system, b) developing strategies for positive impact on these issues, and c) increasing the connection between behavioral clients and treatment. The DDRP offers an opportunity to utilize Mental Health Services Act (MHSA) Innovation funding to identify ways to overcome barriers and increase data linkages across systems to answer two fundamental questions: (1) How many people in jail have behavioral health needs? and (2) How many of those people were actively receiving behavioral health services at the time of booking?

3. Term of MOU. This MOU is effective on the last date signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect until June 30, 2021. This MOU may be terminated, without cause, by either party upon thirty (30) days’ written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

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4. Responsibilities of Nevada.

A. In consultation with Yolo and O’Connell Research, Nevada will develop a DDRP Project Charter and Work Plan (“DDRP County Work Plan”) within 120 days of entering into this MOU. The DDRP County Work Plan will be used to match Nevada’s resources and priorities with DDRP resources and priorities.

B. There are one-time DDRP funds (“DDRP funds”) available to participating counties upon approval of their DDRP County Work Plan. DDRP funds are available to participating counties to support staffing for the DDRP or the development of pilot programs shown to have promise from the data analysis as demonstrated through the DDRP County Work Plans. These expenses would be developed in the context of each DDRP County Work Plan. In order to access the DDRP funds, the DDRP County Work Plan must be approved by Yolo as the lead entity.

Examples of areas that participating counties may use the DDRP funds for are projects to bring in relevant data around program design from multiple stakeholders; piloting projects that tend to be hard to fund across agencies; and/or internal project management to overcome internal barriers. Key expenses that may be reimbursed, include but are not limited to:

1. Pilot projects that leverage or test findings in the analysis
2. Development of long-term planning and financial sustainability
3. Ongoing project management and coordination,
4. Consulting and coordinating with Boards of Supervisors and County administration.

C. Nevada will be required to utilize local resources during the implementation of this MOU. Nevada may also request State MHSa Innovation funds, as available, for this purpose.

D. Nevada will have access to O’Connell Research to assist in areas designated in the DDRP County Work Plan, and to assist in producing deliverables as developed in the DDRP County Work Plan. O’Connell Research will work collaboratively with participating counties and serve as a point of contact and continuity across all DDRP participant counties.

E. Nevada is obligated to report progress as well as barriers in implementation of their DDRP County Work Plan and will develop a timeline for this reporting as a component of their resulting projects.

F. Nevada will participate in a quarterly call with other participating counties in their cohort of DDRP.

5. Responsibilities of Yolo

A. Yolo shall act as the lead entity and fiscal agent for the MOU. Yolo will initiate agreements with the participating counties.

B. Yolo County shall sub-contract with O’Connell Research, as the project lead and primary point of contact for participating county assistance. O’Connell Research shall provide access to the administrative, legal, and technical resources to Nevada including those developed during the first cohort of the project, as well as connect Nevada to existing participating counties.

C. Upon approval of Nevada’s DDRP County Work Plan, Yolo may transfer DDRP funds to Nevada on a no less than an annual basis to be used by Nevada in support of its DDRP County Work Plan. This MOU may be amended to add the requisite funding and related exhibits.

D. Through the DDRP, O’Connell Research shall offer to at least five (5) Participating Counties direct assistance over the two-year project period in leveraging their existing behavioral health records with other criminal justice entities including jails, courts, and probation to make more specific, data driven system design decisions.

6. Entire Agreement

A. The complete MOU shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

Exhibit A – General Terms and Conditions

Exhibit B – Compensation and Payment Terms

Yolo and Nevada 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 from Yolo’s benefit shall prevail.

B. This MOU constitutes the entire agreement between the Yolo and Nevada 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.

7. Signatures. In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Signatures Follow on Next Page

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YOLO

By: _____
Ryan Pistochini, Purchasing Manager

Date _____

By: _____
Karen Larsen, LMFT, Director
Yolo County Health & Human Services Agency

Date _____

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

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

NEVADA

By: _____
Phebe Bell, Director of Behavioral Health

Date _____

By: _____
Alison Lehman, County Executive Officer

Date _____

EXHIBIT A – GENERAL TERMS AND CONDITIONS

- A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- C. Indemnification.** Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. 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.
- D. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only each party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- E. Confidentiality/Privacy & Security.** Nevada shall protect the confidentiality, privacy, and provide for the security of protected client information which might be disclosed during the DDRP project, to be in compliance with all applicable federal and state laws including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal Regulations Parts 160, 162, 164 and 205, and 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.

Yolo and O'Connell Research have entered into a Business Associate/Qualified Service Organization Agreement. By entering into this MOU, Nevada acknowledges and bears its own risk regarding confidentiality, privacy, and security of its client information.

EXHIBIT B – COMPENSATION AND PAYMENT TERMS

Yolo as the lead entity will act as the fiscal agent ensuring the Nevada receives the DDRP funding for the project contemplated by this MOU, as follows:

A. Available DDRP Funds

Any other provision of this MOU notwithstanding the maximum amount of DDRP funds available to Nevada for the DDRP project shall be no greater than **SIXTY THOUSAND DOLLARS** (\$60,000) specified as follows:

	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	Total
DDRP Funds	\$60,000	\$60,000

B. Method of Payment

1. Nevada shall submit an invoice to Yolo within thirty (30) days of the execution of this MOU. Invoices shall be submitted to the Yolo in an electronic format at HHSA.AccountsPayable@yolocounty.org. Nevada shall submit supporting documentation as requested by the Yolo.
2. Yolo shall authorize payment by within forty-five (45) days of submission of an appropriate invoice and any further documentation requested by the Yolo for purposes of this MOU.
3. In the event that Nevada fails to comply with any provision of this MOU, Yolo may withhold payment otherwise due Nevada pursuant to this MOU until such noncompliance has been corrected.
4. Yolo's obligation to compensate Nevada pursuant to this MOU is contingent upon, and subject to, the Yolo's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.
5. Nevada shall use the funds provided by Yolo exclusively for the purposes of performing the services required by the DDRP project under the DDRP County Work Plan. No funds provided by Yolo pursuant to this MOU shall be used for any political activity or political contribution.
6. Should the parties terminate this MOU, Nevada shall reimburse Yolo with a pro-rated portion of the funding, within thirty (30) days of termination.
7. Yolo will demand repayment from Nevada in the event that any expenditure related to Nevada's performance under this MOU is subsequently determined disallowed, regardless of reason. Any such disallowance related to the current term of this MOU will be due and payable immediately to the Yolo. Yolo may recoup from Nevada by offsetting any payment otherwise due pursuant to this MOU.