

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF YOLO
AND
COUNTY OF EL DORADO**

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 El Dorado (“El Dorado”), whose address is 768 Pleasant Valley Road, Ste 201, Diamond Springs, CA 95619, 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 2 (“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 El Dorado as one of the DDRP participating county behavioral health departments (“Participating Counties”), the DDRP goals are to bringing 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 December 31, 2022. 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.

4. Responsibilities of El Dorado.

A. In consultation with Yolo and O’Connell Research, El Dorado 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 El Dorado’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. El Dorado will be required to utilize local resources during the implementation of this MOU. County may also request State MHSA Innovation funds, as available, for this purpose.

D. El Dorado 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. El Dorado 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. El Dorado will participate in a quarterly call with other participating counties in their cohort of DDRP.

G. Administrator: The County Officer or employee with responsibility for administering this Agreement for El Dorado is Amy Haynes, Deputy Director, Behavioral Health Division, or successor.

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 El Dorado including those developed during the first cohort of the project, as well as connect El Dorado to existing participating counties.

C. Upon approval of El Dorado's DDRP County Work Plan, Yolo may transfer DDRP funds to El Dorado on a no less than an annual basis to be used by El Dorado 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

Yolo and El Dorado 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 El Dorado 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.

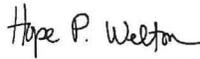
7. Signatures. In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

YOLO

By: 
Karen Larsen, LMFT
Director

Date 3/22/2021

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

By: 
Hope P. Welton, Senior Deputy

EL DORADO

By: Not Applicable
Don Ashton, Chief Administrative Officer

By: 
John Hidahl, Chair
Board of Supervisors
County of El Dorado

Date 2/23/2021

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

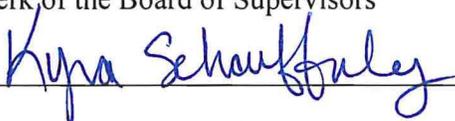


EXHIBIT A-GENERAL TERMS AND CONDITIONS

- 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.** El Dorado and Yolo 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, El Dorado acknowledges that it shall bear its own risk regarding confidentiality, privacy, and security of its client information.