

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) by and between the **County of El Dorado**, California (the “County”), and **California Health and Recovery Solutions, P.C.**, a California corporation (“CHRS”), and the **California Department of State Hospitals**, a governmental agency of the State of California (the “Agency”) entered into effective as of the date of the last signature of the parties to this MOU (the “Effective Date”).

RECITALS

WHEREAS, the Agency has entered into an agreement (the “DSH Agreement”) with CHRS for the provision of Early Access and Stabilization Services, (the “Services”) in correctional facilities located throughout the State of California; and

WHEREAS, the County operates a correctional facility in El Dorado County, California (the “Facility”); and

WHEREAS, CHRS and the County wish to enter into this MOU to establish the terms for CHRS’s provision of Services at the Facility.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. **Recitals:** The parties hereto acknowledge and agree that the above recitals are true and correct and are hereby incorporated by this reference.
2. **Term:** The term of this MOU shall commence on the Effective Date and continue in full force and effect for a period of three (3) years, and shall be coterminous with the DSH Agreement. As such, this MOU shall automatically renew for two (2) additional three (3) year terms, unless CHRS delivers written notice to the County that the DSH Agreement has terminated.
3. **Termination:**
 - a. This MOU shall terminate immediately upon the termination of the DSH Agreement. CHRS shall promptly provide written notice of any such termination.
 - b. Any party may terminate this MOU for their convenience and without cause by giving thirty (30) days’ advance written notice to the other parties hereto.
 - c. It is understood and agreed that this MOU shall be subject to annual appropriations by DSH. If future funds are not appropriated for this MOU, and upon exhaustion of existing funding, CHRS may terminate this Agreement without penalty or liability by providing fourteen (14) days’ advance written notice to the County.
4. **Party Responsibilities:** The County shall provide the services (the “Corrections Services”) needed to facilitate the provision of Services at the Facility. In exchange for the Corrections Services, CHRS shall make monthly payments in the amount of sixteen-thousand six-hundred and sixty-six dollars and 66 cents. (\$16,666.66) to the County.

5. **Invoicing:** The County shall submit invoices to CHRS monthly in arrears. CHRS shall pay such invoices in full within ninety (90) days of its receipt of each such invoice. Invoices and all payment inquiries should be directed to:

California Health and Recovery Solutions
Attn: Accounts Payable
3340 Perimeter Hill Drive
Nashville, TN 37211
accountspayable@wellpath.us

6. **Confidentiality:** All parties shall comply with all applicable federal and state laws governing the privacy and security of protected health information. The parties to this MOU will ensure there will be no exchange of patient information without specific written authorization by the patient or their legal representative, or unless required by state or federal law. Any exchange of patient information for the purposes of arranging or coordinating services will be conducted in a confidential environment such that the identity of the patient is protected.
7. **Governing Law:** This MOU and the rights and duties of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of California.
8. **Assignment:** The MOU may not be assigned by any Party except with the prior written consent of the other Parties, which shall not unreasonably be withheld. Any assignment by a Party without the other Parties' prior written consent shall be null and void and without force and effect.
9. **Insurance.** CHRS shall, at all times during the Term of this Agreement, maintain minimum insurance coverage. Should CHRS elect not to carry insurance, CHRS agrees to assume any and all liability for and shall fully indemnify, defend, and hold the County harmless from any and all claims or actions, adverse judgments, or settlements arising out of or relating to CHRS's performance under this MOU and the DSH Agreement. Notwithstanding the foregoing, CHRS may elect not to carry insurance, provided, however, that such insurance coverage or lack thereof shall not limit CHRS's liability under this Agreement.
10. **Notice:** Whenever any notice, demand or consent is required or permitted under this MOU, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested, hand delivery, reputable overnight carrier (e.g. Fed Ex, UPS), or via email to the address set forth for each party below.
11. **Modification:** No modification of any of the provisions of this MOU shall be binding unless in writing and signed by all parties to this MOU.
12. **Headings/Number, Gender:** The headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural.
13. **Severability:** If any provision of this MOU is deemed to be invalid or unenforceable, the remainder of this MOU shall be valid and enforceable as though the invalid or unenforceable parts had not been included herein.

14. **Counterparts:** This MOU may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.
15. **Entire Agreement:** This MOU, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this MOU will be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this MOU having read, understood, and agreed to all the terms, conditions, obligations, rights, covenants, representations, and warranties herein and intending to be bound as of the Effective Date.

EL DORADO COUNTY

Address for Notice:

By: _____
 Name: Tasha Thompson
 Title: Captain
 Date: _____

Capt. Tasha Thompson
200 Industrial Ave
Placerville, CA 95667

CALIFORNIA HEALTH AND RECOVERY SOLUTIONS

Address for Notice:

By: _____
 Name: Dr. Dean Rieger
 Title: President
 Date: _____

Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211