

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”), entered into effective as of the date of the last signature of the parties to this MOU (the “**Effective Date**”), is made by and between the County of Ventura, a political subdivision of the State of California (“**County**”), and **California Health and Recovery Solutions, P.C.**, a California corporation (“**CHRS**”), each a “**Party**” and collectively, the “**Parties**”.

### RECITALS

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

**WHEREAS**, the County operates a correctional facilities in Ventura 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 two (2) years, and shall be coterminous with the DSH Agreement. As such, after the expiration of this MOU’s two-year term, this MOU shall automatically renew for two (2) additional one (1) 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. **County Responsibilities:** The County shall provide custody deputy services (the “Corrections Services”) to facilitate patient escorting to medication pass and administration of psychotropic medications, EASS clinical services, psychological assessments, and competency services at the Facility.

5. **Deputy Costs:** In exchange for the Corrections Services, CHRS shall make monthly payments in an amount not to exceed Sixteen Thousand Six-Hundred Sixty-Six Dollars and Sixty-Six Cents (\$16,666.66) to the County, or Two-Hundred Thousand Dollars (\$200,000) annually for the first year. A four and a half (4.5) percent cost increase shall be applied to each subsequent year unless parties mutually agree to amend this MOU.
6. **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](mailto:accountspayable@wellpath.us)
7. **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.
8. **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.
9. **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.
10. **Insurance:**
  - A) CHRS, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
    - 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations.
    - 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CHRS and Employer's Liability in the minimum amount of \$1,000,000.
    - 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Does not apply to all CHRSs.

- 4) Cyber Liability/Security & Privacy insurance in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- B) All insurance required will be primary coverage as respects to the COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CHRS'S insurance coverage and will not contribute to it.
- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CHRS under the terms of this contract on all policies required (except Workers' Compensation).
- E) CHRS agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers for losses arising from work performed by CHRS under the terms of this contract as it pertains to Workers' Compensation.
- F) Policies will not be canceled, non-renewed, or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) CHRS agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
  1. Certificates of Insurance for all required coverage.
  2. Additional Insured endorsements.
  3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

11. **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.
12. **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.

13. **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.
14. **Indemnification:** All activities and/or work covered by this contract will be at the risk of CHRS alone. CHRS agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against CHRS, County of others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of subsidized in whole or in part by CHRS, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. CHRS agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.
15. **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.
16. **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.
17. **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.

***SIGNATURE PAGE FOLLOWS***

**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.

County of Ventura

Address for Notice:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attn: Captain Timothy Ragan

800 S. Victoria Ave.

Ventura, CA 93009

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