



**Memorandum of Understanding
and Affiliation Agreement between
OLE Health and Napa County through its Mental Health Division**

1. **Intent:** This Memorandum of Understanding (“MOU”) is in response to the Behavioral Health Integration Incentive Program Grant that Ole Health was a recipient of through DHCS and Partnership Healthcare. The purpose of this MOU is for Napa County [through its Health and Human Services Agency-Mental Health Division (NCHHSA-MHD)] and OLE Health to work together toward the mutual goal of providing co-located access to mental health assessments in an integrated model. NCHHSA-MHD is to co-locate a Napa County employed Mental Health Counselor-Registered/Licensed for eight hours a week at OLE Health, 300 Hartle Ct, Napa, CA 94559 for the purpose of improving access to mental health services. It is agreed upon that the two agencies will coordinate and provide the following:

2. **Entity:**
 - a) NCHHSA-MHD agrees to provide a Licensed/Registered Mental Health Counselor to perform comprehensive mental health assessments for OLE Health patients for eight hours a per workweek to be divided into two four hour shifts on a Tuesday and Thursday of each week.
 - b) NCHHSA-MHD Licensed/Registered Mental Health Counselor duties during the 4-hour shifts will comprise of comprehensive mental health assessment, documentation, referral to services, and periodic introductions/consultations with patients who may be referred for assessment.
 - c) The NCHHSA-MHD Licensed/Registered Mental Health Counselor will inform OLE Health that an assessment has been completed so that Ole’ staff can timely update their electronic medical records (EMR) as indicated in the co-created workflow.
 - d) NCHHSA-MHD will provide on-going weekly individual clinical supervision per requirements outlined by the Board of Behavioral Sciences until the Licensed/Registered Mental Health Counselor is licensed, at which point NCHHSA-MHD will continue to provide individual supervision as needed appropriate to Licensed/Registered Mental Health Counselor’s clinical skill level.
 - e) NCHHSA-MHD will continue to monitor and ensure the Licensed/Registered Mental Health Counselor maintains all licensing, proper clinical documentation standards,

continuing education and their status as an employee in good standing with NCHHSA-MHD.

3. OLE Health:

- a) OLE Health will provide office space and/or adequate work space and support resources in order for the NCHHSA-MHD Licensed/Registered Mental Health Counselor to provide the services outlined in this MOU.
- b) OLE Health will allow NCHHSA-MHD to highlight and promote this partnership arrangement in the public domain.
- c) OLE Health will provide regular feedback to NCHHSA-MHD on the quality and value of the services being rendered.

4. The Period: The Period of the MOU shall begin on the date that the Board of Supervisors approves and continues until December **31, 2023**. This MOU will be automatically renewed under the same terms and conditions annually, until terminated in accordance with the provisions in Section 10 below.

5. Assignments/Responsibilities: Neither this MOU nor any right hereunder, nor interest may be assigned, or transferred by NCHHSA-MHD without the expressed, prior written approval of OLE Health. Such consent shall not be unreasonably withheld. Any assignment or delegation in violation of this section shall be void.

6. Health Insurance Portability and Accountability Act of 1996 (HIPAA): NCHHSA-MHD and OLE Health will comply with applicable Federal laws and regulations governing the privacy of protected health information ("PHI") ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under HIPAA. The definitions set forth in the Privacy Rule are incorporated by reference into this MOU (45 C.F.R. §§ 160.103 and 164.501) and of the use and/or disclosure of individually identifiable health information. Both parties are covered entities that are disclosing PHI for treatment purposes. Because of this the parties are exceptions to a business associate, and a business associate agreement is not necessary.

7. Indemnification: Each party to this MOU shall indemnify and hold harmless the other party, its officers, agents, students, and/or employees, from any and all liability, damage, expense, cause of action, suits, and claims of judgment arising from injury to person or personal property or otherwise, which arises out of the act, failure to act, or negligence of the other party, its officers, agents, students, and/or employees, in connection with or arising out of the activity which is the subject of this MOU.

8. Dispute Resolution: In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this MOU, the parties agree to first attempt in good faith to resolve the dispute between them. If that effort leads to the parties seeking to mediate their dispute, the deadlines in the rest of this section will not begin to run unless and until the mediation effort is abandoned, in writing, by one or both parties. If the parties cannot resolve the dispute (a) within thirty (30) days from the first

notice in writing by either party of the existence of a dispute, or (b) through mediation efforts, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association in San Francisco. The cost of such proceeding including reasonable attorney fees shall be borne by the losing party or in the case of arbitration, as determined by the arbitrator.

9. **Financial arrangements:** NCHHSA-MHD will invoice OLE Health quarterly. Annual funding for this agreement is \$25,636 per year through December 31st, 2023. OLE Health will pay COUNTY in quarterly installments.

10. **Termination of this MOU:**

- (a) Either party may terminate this MOU at any time, for any reason, upon thirty (30) days' advance written notice to the other. OLE Health shall pay NCHHSA-MHD for all work performed satisfactorily through the termination of this MOU. The Health and Human Services Department Director is delegated the authority to terminate this MOU in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to terminate this MOU under this Paragraph.
- (b) Furthermore, at any time during the term hereof, in addition to any other remedies OLE Health may have under this MOU, or under the law, this MOU may be terminated immediately by OLE Health in the event NCHHSA-MHD fails to perform its duties, in the event NCHHSA-MHD breaches its confidentiality obligations, or in the event NCHHSA-MHD is not qualified to perform the services being rendered under this MOU.

11. **Payment and Invoicing:** OLE Health will pay NCHHSA-MHD invoice quarterly, subject to sufficient information of the amount invoiced of the date and description of services, and a calculation of total hours of services. NCHHSA-MHD/HHSA Fiscal will email invoices to: ap@olehealth.org

12. **Confidentiality:** During the term of engagement and thereafter, NCHHSA-MHD agrees to hold OLE Health's Confidential Information in strict confidence, and not disclose or use it at any time except as authorized by OLE Health and for OLE Health benefit. If anyone tries to compel NCHHSA-MHD to disclose any of OLE Health's Confidential Information, by subpoena or otherwise, NCHHSA-MHD will immediately notify OLE Health so that OLE Health, at its expense, may take any actions it deems necessary to protect its interests. NCHHSA-MHD may disclose Confidential Information if required by law, regulation, or court order or governmental, regulatory or court authority. NCHHSA-MHD's agreement to protect OLE Health's Confidential Information applies both while NCHHSA-MHD is engaged by OLE Health and after NCHHSA-MHD engagement with OLE Health ends, regardless of the reason it ends.

13. **Integration:** This MOU contains the entire MOU between the parties with respect to the matters covered herein. No other MOU, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of the parties by any of their employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties with respect to the subject matter hereof. The parties acknowledge that they are entering into this MOU solely on the basis of the representations contained herein. In the event of a conflict in the provisions of any exhibits hereto and the provisions set forth in this MOU, the provisions of such exhibits shall govern. No amendment or modification shall be valid unless in writing and signed by the parties.
14. **Governing Laws:** This MOU shall be governed by and construed in accordance with the laws of the State of California.
15. **Notices:** All notices, requests and other communications to any party hereunder shall be in writing and delivered (i) in person, (ii) by a nationally recognized overnight delivery service, or (iii) by certified or registered mail, with postage prepaid at its address set forth below or such other address or facsimile number as such party may hereafter specify for that purpose by notice to the other party.

Entity:

Napa County Health and Human Services
Attn: Sarah O'Malley, Deputy Director/Director of Mental Health
2751 Napa Valley Corporate Drive, Building A
Napa, CA 94559

OLE Health:

Alicia Hardy, Chief Executive Officer
1141 Pear Tree Lane
Napa, CA 94558
Email: AHardy@olehealth.org
Phone: (707) 254-1774 Ext. 8220

Each such notice, request or other communication shall be effective (a) when delivered and signed for with charges prepaid, or when delivery is refused, (a) if sent by registered or certified mail, or nationally recognized commercial overnight courier service, or (b) if given by any other means, on the date received or when delivery is refused. This Notice clause shall only apply to notices required under this MOU, and not to the day-to-day communications related to the services.

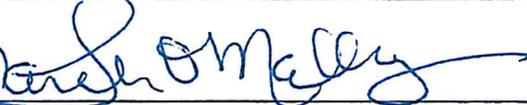
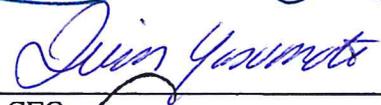
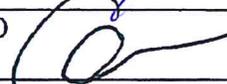
16. **Severability:** If any of the provisions of the MOU is held by a court or arbitrator of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions

shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. **Execution in Counterparts.** This MOU may be executed in counterparts, and a facsimile signature shall be deemed an original signature for purposes of executing this MOU.

18. **Signatures.**

<p>NAPA COUNTY, a political subdivision of the State of California</p>	<p>APPROVED AS TO FORM BY NAPA COUNTY COUNSEL</p> <p>By: <i>Rachel L. Ross</i> (e-signature) Date: July 22, 2021</p>
<p>By: _____ ALFREDO PEDROZA, Chair of the Board of Supervisors</p> <p>ATTEST: NEHA HOSKINS, Clerk of the Board</p> <p>By: _____</p> <p>DATE APPROVED BY THE BOARD: _____</p> <p>Processed by: _____ Deputy</p>	

<p>Sarah O'Malley, Deputy Director Napa County Health and Human Services Agency-Mental Health Division</p>	
<p>Jennifer Yasumoto, Director, Napa County Health and Human Services Agency</p>	
<p>Alicia Hardy, Chief Executive Officer OLE Health</p>	<p>CEO </p>
<p>Date:</p>	<p>Date: 7/27/2021</p>

