

MEMORANDUM OF UNDERSTANDING

Between

County of Sonoma Department of Health Services, Behavioral Health Division

and

County of Mendocino Behavioral Health and Recovery Services

- I. This Memorandum of Understanding (hereinafter “MOU”), dated as of _____, 2026 (hereinafter “Effective Date”), is by and between the County of Sonoma (hereinafter “County”) and County of Mendocino, Behavioral Health and Recovery Services (hereinafter “Mendocino County BHRS”), collectively “Parties.”
- II. The purpose of this MOU is to assist Mendocino County BHRS or designee who may refer individuals to and access available beds at the Sonoma County Crisis Stabilization Unit (CSU) by establishing the roles and responsibilities of the parties in the provision of short-term Crisis Stabilization services for Medi-Cal beneficiaries who reside within the County of Mendocino.
- III. Definitions
- A. Mendocino County BHRS is defined as – Mendocino County Behavioral Health and Recovery Services.
 - B. CSU is defined as – Sonoma County Crisis Stabilization Unit located at: 2225 Challenger Way, Santa Rosa, CA 95407.
 - C. DHS-BHD is defined as – Department of Health Services, Behavioral Health Division.
 - D. TAR is defined as - Treatment Authorization Request.
- IV. Roles and Responsibilities
- A. County of Sonoma, Department of Health Services, Behavioral Health Division (DHS-BHD) shall make CSU beds available to Mendocino County BHRS on a space-available basis for individuals requiring crisis stabilization services consistent with CSU admission criteria, applicable laws, and Sonoma County policies and procedures.
 - B. Nothing in this MOU guarantees bed availability or obligates Sonoma County to admit any specific individual.
 - C. Mendocino County BHRS and County of Sonoma DHS-BHD staff shall fulfill responsibilities as identified in this MOU. County of Sonoma DHS-BHD staff who are specifically assigned to the CSU will fulfill roles and responsibilities as identified unless otherwise noted in writing, memorialized by the parties to this MOU.
 - D. CSU Hours of Operation & Department of Health Care Services (DHCS) Certification
 - 1. Hours of operation
 - i. CSU is open 24 hours a day, 7 days a week, including holidays and weekends.
 - 2. DHCS Certification

- i. CSU is certified for outpatient services lasting up to 23 hours and 59 minutes. CSU certification limits individuals from overstaying beyond this regulatory timeframe. As such, all services are expected to last less than 24 hours.

E. Referrals

1. Legal Authority for Referral

- i. Referrals may be made for individuals experiencing a psychiatric crisis who may meet criteria for detention or voluntary treatment pursuant to:
 - a. WIC §5150 (72-hour detention for evaluation and treatment);
 - b. WIC §5585.50 (minors); or
 - c. Voluntary crisis stabilization services consistent with Title 9 CCR §1840.348.

2. Eligibility

- i. Referrals shall be limited to individuals who:
 - a. Are residents of Mendocino County; and
 - b. Are Medi-Cal beneficiaries; and
 - c. Meet medical necessity and CSU admission Criteria.

3. Referral Process

- i. All referrals from Mendocino County shall be initiated by authorized Mendocino County BHRS staff or designee by making direct contact with the CSU and connecting with one of the following authorized CSU staff members to coordinate a future CSU admission.
 - a. CSU Client Care Manager
 - b. CSU Clinical Specialist
 - c. CSU Charge Nurse
- ii. Referrals shall include all required clinical, legal, and demographic information necessary to determine eligibility and appropriateness for CSU admission.
- iii. Upon a referral being approved for admission, Mendocino County BHRS will provide County of Sonoma DHS-BHD an authorization for treatment.

4. Pre-Screening

- i. County of Sonoma DHS-BHD staff shall conduct a clinical and operational review for each referral to determine whether the individual meets CSU admission criteria and whether a bed is available.
- ii. Pre-screening to be performed as quickly as possible but not to exceed 2 hours of initiated referral.

5. Transportation

- i. Mendocino County BHRS or designee shall be responsible for arranging and funding transportation of all referrals authorized for admission into the CSU.

- ii. Transportation coordination plans, including estimated timeline of arrival, shall be provided to staff members of the CSU prior to client's arrival.

F. Admissions

1. Admission Criteria

- i. Admission decisions shall be based on:
 - a. Clinical appropriateness for crisis stabilization services
 - b. Legal status and authority for placement shall be based upon:
 1. WIC §5150 (72-hour detention for evaluation and treatment);
 2. WIC §5585.50 (minors); or
 3. Voluntary crisis stabilization services shall be consistent with Title 9 CCR §1840.348
 - c. Bed availability
 - d. Safety considerations for the individual and others

2. Final Authority

- i. County of Sonoma DHS-BHD retains sole discretion and final authority regarding CSU admissions as determined by one of the following individuals:
 - a. CSU Client Care Manager
 - b. CSU Clinical Specialist
 - c. CSU Charge Nurse
 - d. Acute and Forensic Section Manager
 - e. County of Sonoma DHS-BHD On Call Manager

G. Exclusionary Criteria & Denials

1. Reasons for Denial

- i. A referral may be denied for reasons including, but not limited to:
 - a. No bed availability.
 - b. Individuals do not meet CSU admission criteria.
 - c. Medical conditions that exceed medical services the CSU is able to perform. Examples include but are not limited to:
 1. Psychosis or another change of personality or mental state for the first time without first ruling out other potential medical related conditions.
 2. Agitation or confusion for the first time without first ruling out other potential medical related conditions.
 3. Unstable diabetes. Individual's serum glucose should not exceed 300 or be below 80. Individuals need to have own insulin if they have insulin-dependent diabetes.

4. Age greater than 65.
 5. Was “found down” and/or is unresponsive, or groggy.
 6. Has a wound or injury requiring advanced medical care.
 7. Non-ambulatory.
 8. Cannot attend to personal activities of daily living (toileting, showering, eating, etc.) without assistance.
 9. Requires the use of durable medical equipment such as wheelchair, walker, oxygen, indwelling catheter, cane, CPAP machine, intravenous fluids, nebulizers, or require wound care such as wet to dry dressings, wound packing, sterile procedures, ostomy, or tracheotomy care.
 10. A cognitive disorder, developmental disorder, Traumatic Brain Injury, or dementia causing the individual’s crisis.
 11. Active, untreated parasites such as lice, scabies, or bed bugs.
 12. Communicable infectious disease (such as active, untreated MRSA in an open wound, C. diff, Tuberculosis).
 13. Acute substance intoxication or withdrawal.
 14. Need for life-sustaining medication the CSU is unable to obtain.
- d. Behavioral conditions of individuals whose behavior is beyond staff capacity to manage safely. Behavioral conditions are evaluated on a case-by-case basis. Examples include but are not limited to:
1. Current hold for, or recently committed, a violent felony crime.
 2. Current hold for, or recently engaged in, excessive property destruction.
 3. Current hold for, or recently engaged in, credible violent threats against others.
 4. Resisted law enforcement officers or required more than one officer to safely physically contain during the current episode.
 5. Recently been served in the CSU, where s/he/they engaged in violence or victimization of other clients or staff.
- e. Legal status incompatible with CSU operations. Examples include but are not limited to:
1. Individuals who are on a Lanterman-Petris-Short (LPS) or Probate conservatorship and are not experiencing a psychiatric crisis.
 2. Individuals who have been arrested on a felony crime where a minor is currently a patient and present at the CSU.

2. Notification

- i. County of Sonoma DHS-BHD shall notify Mendocino County BHRS of referral denials as promptly as practicable and provide the reason for denial.

H. Services

1. Scope of Services

- i. County of Sonoma DHS-BHD shall provide services consistent with Title 9 CCR §1840.348 and in accordance with applicable laws, regulations, and County of Sonoma DHS-BHD policies and procedures. CSU provides the following services:
 - a. Psychiatric assessment and stabilization; and
 - b. Medication evaluation and management; and
 - c. Crisis stabilization and de-escalation; and
 - d. Collateral and case management/ referrals; and
 - e. Coordination with county of residence for discharge planning.

I. LPS Conserved individuals

1. Conservatorship Status

- i. Mendocino County BHRS shall clearly identify individuals who are under LPS conservatorship when initiating any referral.

2. Acceptance of Conserved Individuals

- i. Individuals subject to LPS conservatorship pursuant to WIC §§5350–5370 may be referred only when:
 - a. Admission is clinically appropriate for CSU level of care; and
 - b. Conservatorship authority and treatment consent are clearly documented; and
 - c. CSU has the capacity to appropriately manage both the conserved individual and continue serving Sonoma County residents who are seeking crisis stabilization services.

3. Responsibility

- i. Mendocino County BHRS retains responsibility for all conservatorship-related legal authority, coordination with Public Conservator, and any court ordered obligations.

J. Communication and Coordination

1. Designated Points of Contact

- i. County of Sonoma DHS-BHD and Mendocino County BHRS shall designate primary points of contact for referrals, coordination, and issue resolution.
- ii. County of Sonoma DHS-BHD Client Care Manager of the CSU or designee will be primary point of contact for the activities identified in this section.
- iii. In the absence of an on-duty Client Care Manager, the following staff will be designated as point person' for CSU.
 - a. CSU Clinical Specialist

- b. CSU Charge Nurse
 - c. Acute and Forensic Section Manager
 - d. On-Call Manager
 - iv. If an issue cannot be resolved with the Client Care Manager, the Acute and Forensics Section Manager (or On-Call Manager for after hours) will be consulted to support timely resolution.
 - v. Mendocino County BHRS shall identify a primary point of contact within 7 days upon execution of this MOU.
2. Ongoing Communication
- i. County of Sonoma DHS-BHD staff shall communicate significant changes in an individual's status, including admission, transfer, or discharge planning, to Mendocino County BHRS or designee as appropriate.
3. Critical Incidents
- i. County of Sonoma DHS-BHD staff shall notify Mendocino County BHRS or designee of serious incidents involving Mendocino County clients in accordance with Title 9 CCR incident reporting requirements. Critical incidents include but are not limited to the following:
 - a. Death
 - b. Serious Injury/ Illness
 - c. Abuse/ Assault
 - d. Elopement
 - e. Other Major Events
- K. Discharge
1. Responsibility
- i. Discharge planning shall be a collaborative process between County of Sonoma DHS-BHD and Mendocino County BHRS or designee.
2. Client Hospitalization
- i. In the event the client's symptoms or behaviors are not stabilized while using crisis stabilization services and require psychiatric hospitalization, County of Sonoma DHS-BHD staff assigned to the CSU will coordinate placement in consultation with Mendocino County BHRS or designee.
 - a. Mendocino County BHRS agrees to provide any necessary authorization for payment to support client in being placed in a timely manner.
3. Post-Discharge Placement
- i. Mendocino County BHRS shall be responsible for arranging and funding post-discharge services, transportation, and placement upon discharge from the CSU.

- ii. Mendocino County BHRS or designee will transport clients back to Mendocino County no later than 6 hours after client has been deemed ready for discharge, unless otherwise agreed to by County of Sonoma DHS-BHD Client Care Manager or designee.

4. Timeliness of Discharge:

- i. Mendocino County BHRS agrees to actively participate in discharge planning to avoid unnecessary extended stays once CSU-level care is no longer clinically indicated.
- ii. In the event of CSU services lasting less than 24 hours, Mendocino County BHRS or designee, shall return calls or emails within the same day unless otherwise agreed to at the time of client referral.

V. Payment

- A. With an approved TAR from Mendocino County BHRS, Sonoma County DHS will submit a claim to Department of Healthcare Services (DHCS) for any services rendered for client stays at the Crisis Stabilization Unit. In the event DHCS denies a claim submitted on behalf of services provided to a client of Mendocino County BHRS, Mendocino County BHRS will reimburse County of Sonoma DHS for the amount of any claim submitted, based on DHCS pre-scheduled rates, not to exceed Twenty-Five Thousand Dollars (\$25,000) for the term of this MOU, unless this MOU is amended in writing and approved by Mendocino County BHRS. Invoices shall be submitted to:

County of Mendocino
Behavioral Health and Recovery Services
1120 South Dora Street
Ukiah, CA 95482

Attn: Jenine Miller, Psy.D., Health Services Director
Email: HSinvoices@mendocinocounty.gov

VI. Term of MOU

- A. The term of this MOU shall be from the date this MOU becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2028.
- B. Either party may terminate this MOU for convenience and without cause upon 30 days' advance written notice. In the event of such termination, County shall receive compensation for any services performed through the effective date of termination, unless a shorter notice period is agreed upon.

VII. Confidentiality

- A. Both parties agree to maintain the confidentiality of all patient medical records and client information in accordance with all applicable State and Federal laws and regulations, including but not limited to, Health Insurance Portability and Accountability Act (HIPPA) and California privacy statutes.

VIII. Dispute Resolution

- A. If any conflicts or disputes arise between the two parties, involved staff shall meet in a timely manner to resolve the conflict or dispute. It is acknowledged by both parties that the purpose of such meeting is to come to a resolution that is in the best interest of both parties and any client or patient involved.

IX. Indemnification

- A. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. 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. This indemnity provision survives the MOU.
- B. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.

X. Additional or Changed Work

- A. Additional or changed work or other modifications to this MOU may only be effectuated by written amendment to this MOU, signed by both parties. Failure of County to secure such written authorization for additional or changed work shall constitute a waiver of any and all right to adjustment in the MOU price or MOU time due to such unauthorized work and thereafter County shall be entitled to no compensation whatsoever for the performance of such work. County further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

XI. Merger

- A. This writing is intended both as the final expression of the MOU between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. Each party acknowledges that, in entering into this MOU, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this MOU. No modification of this MOU shall be effective unless and until such modification is evidenced by a writing signed by both parties.

XII. Entire Agreement

- A. This MOU, together with the Business Associate Agreement (Addendum A) attached hereto and incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

COUNTY OF MENDOCINO:

Jenine Miller, Psy.D., Health Services Director

Dated

COUNTY OF SONOMA:

Approved; Certificates of Insurance on File with County:

Nolan Sullivan, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

CONTRACTOR/COUNTY OF SONOMA

By: _____
Jenine Miller, Psy.D.,
Director of Health Services

By: _____
Nolan Sullivan, Director,
Department of Health Services

Date: _____

Date: _____

Budgeted: No
Budget Unit: 4050
Line Item: 86-3280
Org/Object Code: MH
Grant: No
Grant No.: 'N/A'

Name and Address of Contractor:

County of Sonoma
Department of Health Services,
Behavioral Health Division
2227 Capricorn Way, Suite 203
Santa Rosa, CA 95407

COUNTY OF MENDOCINO

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

By: _____
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
Deputy

By: _____
COUNTY COUNSEL

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

Date: _____

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Risk Management

By: _____
Deputy CEO or Designee

Date: _____

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001-\$75,000 Purchasing Agent; \$75,001+ Board of Supervisors

Exception to Bid Process Required/Completed EB#

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: Located outside of Mendocino County

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Addendum A**Business Associate Agreement**

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into effective the date this Agreement becomes fully executed by all parties (the "Effective Date"), by and between **County of Sonoma, Department of Health Services** ("Business Associate/Qualified Service Organization") and **County of Mendocino Department of Behavioral Health and Recovery Services** (the "Covered Entity").

Business Associate and Covered Entity have a business relationship ("Agreement") in which Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created or received by, Business Associate on behalf of Covered Entity. ("PHI"). Therefore, if Business Associate is functioning as a Business Associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. **Definitions.** For purposes of this Agreement, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Agreement and with all obligations of a Business Associate under HIPAA, HITECH and other related laws, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place.
3. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Relationship. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Relationship, this Agreement, or required by law. All uses and disclosures of, and requests by Business Associate/Qualified Service Organization, for PHI are subject to the minimum necessary rule of the Privacy Standards and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations.

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5. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.
 6. **Reporting of Improper Use and Disclosures of PHI.** Business Associate shall report within 24 business hours to Covered Entity a use or disclosure of PHI not provided for in this Agreement by Business Associate/Qualified Service Organization, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. Business Associate shall also report within 24 business hours to Covered Entity a breach of unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414, and any security incident of which it becomes aware. Report should be made to:

Compliance Officer
1-866-791-9337
 7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements. Business Associate shall cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
 8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such PHI.
 9. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
 10. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
 11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an

individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and healthcare operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate/Qualified Service Organization, Business Associate shall within two (2) days forward such request to Covered Entity.

13. **Electronic PHI.** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - (a) Comply with 45 C.F.R. §§164.308, 301, 312, and 316 in the same manner as such sections apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - (b) Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - (c) Report to Covered Entity any security incident of which Business Associate becomes aware.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate/Qualified Service Organization's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure and privacy protection of PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, the State of California, and the Secretary of the Department of Health and Human Services, in the time and manner designated by the Covered Entity, State or Secretary, for purposes of determining Covered Entity's compliance with the Privacy Standards. Business Associate shall notify the Covered Entity upon receipt of such a request for access by the State or Secretary, and shall provide the Covered Entity with a copy of the request as well as a copy of all materials disclosed.
16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Relationship, this Agreement or by operation of law or in equity, Covered Entity may i) immediately terminate the Relationship if Covered Entity determines that Business Associate has violated a material term of this Agreement, or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Agreement shall

not be construed as a waiver of any other rights Covered Entity has in the Relationship, this Agreement or by operation of law or in equity.

17. **Effect of Termination of Relationship.** Upon the termination of the Relationship or this Agreement for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. This provision shall apply to PHI that is in the possession of Business Associate/Qualified Service Organizations or agents of Business Associate/Qualified Service Organization. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Relationship or the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this Agreement.
20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Relationship, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate/Qualified Service Organization's breach of its obligations relating to the use and disclosure of PHI.
21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
22. **Third Party Rights.** The terms of this Agreement do not grant any rights to any parties other than Business Associate and Covered Entity.
23. **Independent Contractor Status.** For the purposes of this Agreement, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
24. **Changes in the Law.** The parties shall amend this Agreement to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

IN WITNESS WHEREOF, each Party hereby executes this Agreement as of the Effective Date.

County of Sonoma

By: _____

Name: Nolan Sullivan

Title: Director, Department of Health Services

County of Mendocino

By: _____

Name: Jenine Miller, Psy.D.

Title: Director of Health Services

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