

**MEMORANDUM OF UNDERSTANDING
#4364**

between
COUNTY OF ALPINE HEALTH AND HUMAN SERVICES DEPARTMENT
and
COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY

Child Welfare Services Technical Support

THIS MEMORANDUM of UNDERSTANDING (“MOU”) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “El Dorado”) and the County of Alpine, a political subdivision of the State of California (hereinafter referred to as “Alpine”);

R E C I T A L S

WHEREAS, Alpine has demonstrated a need for limited programmatic and administrative support services for the existing CWS/CMS legacy database and CWS California Automated Response and Engagement System (CARES) program implementation, state interactions, and technical support functions; and

WHEREAS, El Dorado, through its Health and Human Services Agency, has represented to Alpine that since the protective service roles overlap, El Dorado is competent to perform the services required hereunder and Alpine has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State, and local laws.

NOW, THEREFORE, El Dorado and Alpine mutually agree as follows:

ARTICLE I

Scope of Services: El Dorado agrees to provide, on an as needed basis, limited programmatic and administrative support services for CARES implementation, state interactions, and technical support, should the need arise.

El Dorado shall provide services under this MOU using the same personnel who support the El Dorado Child Welfare Services/Case Management System (CWS/CMS). Specific responsibilities include but are not limited to:

1. Preparation of CAPDUs and APDs as needed;
2. CWS/CMS and CWS-CARES implementation, support and training;
3. Data analysis and clean up;
4. CWS/CMS Image;
5. Maintenance;
6. User Identification (ID) and Password;
7. Workstation Operating System Identification;
8. Application Problem Resolution;
9. Device User Support;
10. Remote Access User ID and Password;
11. End User Device Configuration;
12. End User Problem Resolution;
13. Virtual Private Network User ID and Password Support (Tokens)
14. Ticket Support related to county connectivity issues (State/County Networks)
15. Visit Alpine County Health and Human Services Department offices as needed at a date and time agreeable to both parties, but not to exceed one time per month unless agreed upon by both parties.

All services provided as part of this MOU will be coordinated and pre-approved by Contract Administrator.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto, and shall expire three years from that date, unless terminated earlier pursuant to the provisions under the Articles titled “Fiscal Considerations” or “Default, Termination and Cancellation” contained herein.

ARTICLE III

Compensation for Services: For services provided herein, Alpine agrees to pay El Dorado quarterly payments within forty-five (45) days of receipt of invoice from El Dorado. Invoices will be supported by appropriate time study backup included with each invoice.

A. The fully burdened hourly rate is as follows:

*Fully burdened rate will be used for actual travel time and any mutually beneficial training.

Position	Unit	Contract Rate
INFORMATION SYSTEMS COORD III - Step 5	Hourly	\$66.30

1. Beginning August 2020, El Dorado shall annually review the above Contracted Rate and adjust same.
2. El Dorado shall notify Alpine in writing within fifteen (15) days of the adoption of a change in the rate pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." The updated rate shall apply to any services performed thirty (30) days after the date of adoption of the rate change.

B. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
County of Alpine Health and Human Services Department 75 A Diamond Valley Road Markleeville, CA 96120 Attn: Nichole Williamson, Director	County of El Dorado Health & Human Services Agency Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667

All items shall reference MOU #4364.

ARTICLE IV

Maximum Obligation:

1. Compensation for services provided under this MOU shall not exceed \$25,000.00 for Fiscal Year 2019 – 2020.
2. For every Fiscal Year thereafter, the not to exceed amount will be adjusted by the percentage of change to the County of El Dorado published salary schedule.

ARTICLE V

Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation: This MOU is subject to the budget and fiscal provisions of applicable laws, Alpine County Code, and rules of Alpine County. Unless otherwise stated in the MOU, charges will accrue only after execution of the MOU, and the amount of Alpine's obligation hereunder shall not at any time exceed the amount stated in the MOU for the purpose and period stated in the MOU.

This MOU will terminate without penalty, liability, or expense of any kind to Alpine County at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this MOU will terminate, without penalty, liability, or expense of any kind at the end of the term for which funds are appropriated.

This MOU will terminate if funds that were previously appropriated for this MOU are reduced, eliminated, and/or re-allocated by Alpine as a result of mid-year budget reductions.

Alpine has no obligation to make appropriations for this MOU in lieu of appropriations for new or other agreements. Alpine's budget decisions are subject to the discretion of the Alpine County Administrative Officer and the Alpine Board of Supervisors. El Dorado's assumption of risk of possible non-appropriation is part of the consideration for this MOU.

ARTICLE VI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE VII

Default, Termination, and Cancellation:

A. **Default:** Upon the occurrence of any default of the provisions of this MOU, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable MOU provision and shall demand that the party in default perform the provisions of this MOU within the applicable period of time. No such notice shall be deemed a termination of this MOU unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, Alpine reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This MOU, at the option of the Alpine, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of El Dorado.
- C. Ceasing Performance: Alpine may terminate this MOU in the event El Dorado becomes unable to substantially perform any term or condition of this MOU.
- D. Termination or Cancellation without Cause: Alpine or El Dorado may terminate this MOU in whole or in part upon seven (7) calendar days written notice by either party without cause. If such prior termination is effected, Alpine will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided, and for such other services, which Alpine may agree to in writing as necessary for contract resolution. Should the MOU be terminated prior to the end of the term, El Dorado shall reimburse the prorated amount for services not yet rendered by El Dorado prior to the date of termination. In no event, however, shall Alpine be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, El Dorado shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE VIII

Audit by California State Auditor: Alpine acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Alpine shall provide Federal, State, or El Dorado authorities with access to any books, documents, papers, and records of Alpine, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Alpine shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

ARTICLE IX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and return receipt requested.

Notices to El Dorado shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
2850 FAIRLANE CT.
BLDG. C (UPSTAIRS)
PLACERVILLE, CA 95667
ATTN: PURCHASING AGENT

Or to such other location as El Dorado directs.

Notices to Alpine shall be addressed as follows:

COUNTY OF ALPINE
HEALTH AND HUMAN SERVICES DEPARTMENT
75 A DIAMOND VALLEY ROAD
MARKLEEVILLE, CA 96120
ATTN: NICHOLE WILLIAMSON, DIRECTOR

Or to such other location as Alpine directs.

ARTICLE X

Change of Address: In the event of a change in address for either party's principal place of business or Notices to Parties, the party that has moved shall notify the other party in writing pursuant to the provisions contained in this MOU under the Article titled "Notice to Parties." Said notice shall become part of this MOU upon acknowledgment in writing by either the El Dorado Contract Administrator or the Alpine Health and Human Services Department Director, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE XI

Indemnity: Alpine shall indemnify, defend and hold harmless El Dorado, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused in whole or in part by any negligent or willful act or omission of Alpine, its officers, agents, employees, subcontractors, or anyone directly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

El Dorado shall indemnify, defend and hold harmless Alpine, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused in whole or in part by any negligent or willful act or omission of El Dorado, its officers, agents, employees, subcontractors, or anyone directly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

ARTICLE XII

Insurance: El Dorado County is self-insured. Alpine accepts El Dorado's self-insurance program as adequate for the purposes of this MOU.

ARTICLE XIII

Administrator: The El Dorado County Officer or employee with responsibility for administering this MOU is Leslie Griffith, Assistant Director, Health and Human Services Agency, or successor.

ARTICLE XIV

Authorized Signatures: The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XV

Partial Invalidity: If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVI

Venue: Any dispute resolution action arising out of this MOU, including, but not limited to, litigation, mediation, or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XVII

No Third Party Beneficiaries: Nothing in this MOU is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this MOU.

ARTICLE XVIII

Assignment and Delegation: El Dorado is engaged by Alpine for its unique qualifications and skills as well as those of its personnel. El Dorado shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of Alpine.

ARTICLE XIX

Changes to Agreement: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XX

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ARTICLE XXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Leslie Griffith, Assistant Director,
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Donald Semon, Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____,
_____, Chair
Board of Supervisors
"El Dorado"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- - COUNTY OF ALPINE - -

Dated: _____

By: _____,
_____, Chair
Board of Supervisors
"Alpine"

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

By: _____
County Counsel

Dated: _____