

MEMORANDUM OF UNDERSTANDING

#268-F1411

between

COUNTY OF ALPINE HEALTH AND HUMAN SERVICES DEPARTMENT

and

COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY

Hospital Preparedness Program ("HPP") Coordinator Services

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");

RECITALS

WHEREAS, Alpine has demonstrated a need for administrative support services on a part-time basis for the Hospital Preparedness Program ("HPP"); and

WHEREAS, El Dorado, through its Health and Human Services Agency, Public Health Division, Disaster Preparedness Program has represented to Alpine that it is specially trained, experienced, expert and competent to perform the special 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 a part-time basis, programmatic and administrative support services for Alpine's ongoing Hospital Preparedness Program. El Dorado shall provide services under this MOU using the same HPP Personnel (Public Health Preparedness Program Manager I, Supervising Health Education Coordinator) who support the El Dorado Hospital Preparedness Program.

Specific responsibilities including, but not limited to:

- A. Administrative support services;
- B. Preparation of invoices;
- C. Preparation of mid-year and final progress reports;

- D. Fulfill the implementation of the following Healthcare Preparedness Capabilities in accordance with the California Department of Public Health (“CDPH”) 2013-14 Application Guidance for Local Health Departments and Local Hospital Preparedness Program Entities:
1. Capability 1: Healthcare System Preparedness
 - a. Develop, refine, or sustain healthcare relationships;
 - b. Document the Public Health Preparedness Workgroup’s (“Hospital Preparedness Program Healthcare Coalition”) governance structure and acquire a signed agreement of participation;
 - c. Identify gaps in coalition membership and determine how to include essential members;
 - d. Define roles of each member in responding to their top three hazards identified in the Operational Area (“OA”) public health and medical risk assessment and identify gaps in meeting capabilities;
 - e. Develop the process for incorporating public health and medical subject matter experts into public health response plans;
 - f. Coordinate healthcare planning to prepare the healthcare system for a disaster; and
 - g. Improve healthcare response capabilities through exercise coordination and evaluation.
 2. Capability 2: Healthcare System Recovery
 - a. Assist healthcare organizations to implement Continuity of Operations Plan (“COOP”).
 3. Capability 3: Emergency Operations Coordination:
 - a. Develop local procedures for 24/7 access to the Medical Health Operational Area Coordinator (“MHOAC”) Program;
 - b. Develop local procedures for information sharing and resource requesting that are consistent with the California Public Health and Medical Emergency Operations Manual (“EOM”);
 - c. Participate in the Statewide Medical and Health Training and Exercise Program;
 - d. Assess and notify stakeholders of healthcare delivery status; and
 - e. Support healthcare efforts through coordination of resources.
 4. Capability 6: Information Sharing:
 - a. Assist with coordination of information sharing among coalition members; and
 - b. Develop, refine, and sustain redundant, interoperable communication systems.
 5. Capability 10: Medical Surge:
 - a. Develop, refine, and update public health and medical disaster response plans;
 - b. Coordinate integrated healthcare surge operations with pre-hospital Emergency Medical Services (“EMS”) Operations;
 - c. Assess surge capacity, develop strategies to maximize surge capacity and capabilities; and
 - d. Participate in regional surge planning efforts.
 6. Capability 15: Volunteer Management:
 - a. Participate with volunteer planning processes to determine the need for volunteers in healthcare organizations; and
 - b. Volunteer notification for healthcare response needs.

El Dorado staff providing HPP services under this MOU shall visit Alpine Health and Human Services office as often as once a month, if and when requested by either county, and at a time and date agreeable to both parties.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto, shall begin July 1, 2013, and shall renew for successive one-year terms, from year to year thereafter, 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. Rates are as follows:

Position	Unit	Not-to-Exceed
Program Manager I	Hourly	\$125
Supervising Health Education Coordinator	Hourly	\$75

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, Interim Director	County of El Dorado Health & Human Services Agency Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667

C. Not-to-Exceed: Compensation for services provided under this MOU shall not exceed \$50,000 per year over the term of the MOU.

ARTICLE IV

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 V

Special Terms and Conditions: By signing this MOU, El Dorado acknowledges that, as a sub-recipient of Federal and State funding, El Dorado is obligated to adhere to all terms and conditions defined in the MOU in effect at the time services are provided between Alpine and California Department of Public Health, "Public Health Preparedness Agreement," CDPH Allocation Agreement No. EPO 13-02. Such terms and conditions are available at www.edcgov.us, "Government," "Departments," "Health and Human Services," "Contractor Resources," and, under "Public Health Funding or Governing Agreements," "Public Health Preparedness Agreement," specifically including, but not limited to "Exhibit D(F) – Special Terms and Conditions."

El Dorado shall comply with the following numbered provisions of Exhibit A - "Exhibit D(F) – Special Terms and Conditions": Provisions 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31, hereby incorporated by reference as if fully set forth herein, as if El Dorado were a direct recipient of the grant funds.

The amount of this MOU, detailed under the Article titled "Compensation for Services" is based on funding from CDPH for the Hospital Preparedness Program ("HPP").

Funds may not be used to replace or supplant funding for existing levels of service and will be used only for purposes of work required by activities identified in the Article titled "Scope of Services." Specifically note that these funds are not to be used to replace existing Federal, State, or local funds for bioterrorism, infectious disease outbreaks, other public health threats or emergencies, and public health infrastructure within the jurisdiction. Funds are to be used to augment current funding and focus on Public Health Preparedness activities required by CDPH for the Hospital Preparedness Program.

The Activities outlined in Article I – "Scope of Services" are based on the HPP plan and budget submitted to CDPH. The parties hereto agree to amend the Article titled "Scope of Services" if necessary to reflect changes required by CDPH in the HPP Plan and Budget.

ARTICLE VI

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

ARTICLE VII

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 VIII

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 IX

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 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

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
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as El Dorado directs.

Notices to Alpine shall be addressed as follows:

ALPINE COUNTY 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 XII

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 XIII

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

ARTICLE XIV

Administrator: The El Dorado County Officer or employee with responsibility for administering this MOU is Kristine Oase Guth, Program Manager I, or successor.

ARTICLE XV

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 XVI

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 XVII

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.

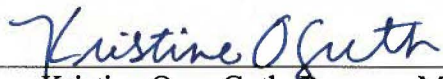
ARTICLE XVIII

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 XIX

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: 
Kristine Oase Guth, Program Manager I
Contract Administrator

Dated: 1/28/14

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Don Ashton, M.P.A., Director
Health and Human Services Agency

Dated: 1/28/2014

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding #268-F1411 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

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

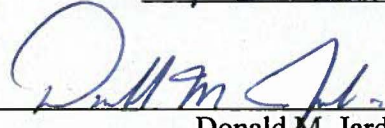
ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- - COUNTY OF ALPINE - -


Dated: 1-21-2014

By: 
Donald M. Jardine, Chair
Board of Supervisors
"Alpine"

ATTEST:
Barbara Howard
Clerk of the Board of Supervisors

By: 
Teola Tremayne, Deputy Clerk

Dated: 1-21-2014

By: 
David Prentice
County Counsel

Dated: 1-21-2014