

**MEMORANDUM OF UNDERSTANDING
#6156**

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

As-needed Administrative and Service 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, also referred to as “El Dorado”) and the County of Alpine, a political subdivision of the State of California (hereinafter, also referred to as “Alpine”), who shall herein after collectively be referred to as “Parties”.

R E C I T A L S

WHEREAS, Alpine has demonstrated a need for limited programmatic and administrative support services for various activities including but not limited to the existing Child Welfare Services Case Management System CWS/CMS legacy database and CWS California Automated Response and Engagement System (CARES) program implementation, state interactions, and technical support functions, Eligibility Specialist, Employment and Training Worker, Statewide Automated Welfare System (SAWS) Help Desk, System Support Assistant, Medical Eligibility Data System (MEDS), Public Health Nurse (PHN) Field Services, Adult Protective Services (APS) and In-Home Supportive Services (IHSS) including on-call staffing for the CWS hotline, limited Behavioral Health services, etc.;

WHEREAS, El Dorado, through its Health and Human Services Agency (Agency or HHSA), has represented to Alpine that many of the Agency’s service role skills and abilities overlap, therefore, El Dorado is competent to perform the services required hereunder and Alpine has determined to rely upon such representations;

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

WHEREAS, Alpine has previously demonstrated a need for limited programmatic and administrative support services for the existing CWS/CMS legacy database and CWS CARES program implementation, state interactions, and technical support functions under existing MOU #4364 dated February 11, 2020; and

WHEREAS, the parties hereto have mutually agreed that upon execution of this MOU #6156, the

existing MOU #4364 and all amendments thereto shall automatically terminate, and MOU #6156 shall supersede MOU #4364 in its entirety.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

ARTICLE I

Scope of Services: El Dorado agrees to provide, on an as-needed basis, and subject to availability of staff and approval by El Dorado, limited programmatic and administrative support services for any division or program within the scope of the Agency, should the need arise.

Upon written request, El Dorado shall provide services under this MOU using the same personnel who support the El Dorado County HHS performing a similar role, and may include, but will not be limited to, the following list of classification and/or duties:

1. Information T Department Coordinator for CARES-related support services:
 - a. Preparation of County Annual Planning Document Updates (CAPDUs) and Automated Data Processing (APD) reports as needed;
 - b. CWS/CMS and CWS-CARES implementation, support, and training;
 - c. Data analysis and clean up;
 - d. CWS/CMS Image;
 - e. Maintenance;
 - f. User Identification (ID) and Password;
 - g. Workstation Operating System Identification;
 - h. Application Problem Resolution;
 - i. Device User Support;
 - j. Remote Access User ID and Password;
 - k. End User Device Configuration;
 - l. End User Problem Resolution;
 - m. Virtual Private Network User ID and Password Support (Tokens);
 - n. Ticket Support related to county connectivity issues (State/County Networks);
 - o. 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;
2. Eligibility Specialist;
3. Employment and Training Worker
 - a. Statewide Automated Welfare System (SAWS) Help Desk;
 - b. Data analysis and clean up;
4. System Support Assistant, Medical Eligibility Data System (MEDS);
5. Public Health Nurse (PHN) field services User Identification (ID) and Password;
6. Medical Therapy Program (MTP) or Medical Therapy Unit (MTU) services;
7. Social Workers for Child Welfare Services (CWS), Adult Protective Services (APS), and In-Home Support Services (IHSS);
8. On-call staffing for the CWS hotline;
9. Limited Behavioral Health (BH) related services, such as Public Guardian (PG) services subject to the terms and conditions of the funding sources and other factors to be considered at the time of request;

10. Other support as may be needed that falls within the scope of the Agency and can be filled by an El Dorado Employee with similar classifications.

All new, previously established, and ongoing services provided as part of this MOU will be initially coordinated and pre-approved in writing by the Contract Administrators, for both parties. Contract Administrators shall identify the contacts and initiate communication and coordination of services with program representatives specific to the service being requested.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter. The parties shall have the option to extend the term for two (2) additional one (1) year terms after the initial expiration date. Each option shall be on the same terms and conditions as provided for herein for the initial term. The option to renew shall be subject to Agency Director approval.

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 backup with each invoice.

- A. All services provided by El Dorado shall be charged hourly at the applicable fully burdened rate of those services.
 1. This rate is subject to overtime charges based on the employee's current work schedule with El Dorado. Time records will be maintained for use as backup for hours billed.
 2. The applicable fully burdened hourly rate for listed services, being subject to change, will be provided, in writing, at the time of the written request for service. Rate will be adjusted according to the actual rate at time of service.
 3. Fully burdened rate will be used for actual travel time portal to portal and any mutually beneficial training.
- B. Documentation of Mileage and travel (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses). Reimbursement for mileage, travel, and/or per diem expenses incurred by El Dorado employee, if applicable, shall not exceed the rates to be paid to County of El Dorado employees under the current Board of Supervisors Travel Policy, available at: https://www.edcgov.us/Government/emd/Administration/Documents/County_Travel_Policy.pdf, and shall be reimbursed at the time the mileage and/or travel expenses are incurred. Employees shall document expenses using the current, "County of El Dorado Mileage and Expense Form," or as may be updated for the current year. El Dorado will reimburse the employee, and a copy of the documentation shall be provided as backup and provided with invoice to Alpine.

Other direct costs shall be invoiced at actual cost. Any invoices that include other direct costs shall be accompanied by backup documentation, to substantiate El Dorado's costs being billed on those invoices.
- C. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as El Dorado or Alpine 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 include the written request for service, including the quoted rate at the time of the request for service, and shall reference MOU #6156.

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, 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

Fiscal Considerations: The parties to this MOU recognize and acknowledge that El Dorado 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 El Dorado County business, El Dorado 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 MOU to the contrary, El Dorado County shall give notice of cancellation of this MOU 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 MOU. Upon the effective

date of such notice, this MOU shall be automatically terminated, and El Dorado County shall be 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 El Dorado County department by which services were contracted to be performed, pursuant to this paragraph in the sole discretion of El Dorado County, this MOU may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE VI

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 VII

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 MOU 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 MOU for a period of at least three (3) years after final payment or for any longer period required by law.

ARTICLE VIII

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 B
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT
hhsa-contracts@edcgov.us

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
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 IX

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 X

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 XI

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

ARTICLE XII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this MOU that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this MOU.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XIII

Waiver: No failure on the part of the parties to exercise any rights under this MOU, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XIV

Conflict of Interest: The parties to this MOU have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for El Dorado and performing work for Alpine and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with Alpine's Conflict of Interest Code. County's Contract Administrator shall at the time this MOU is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this MOU are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

El Dorado covenants that during the term of this MOU neither it, or any officer or employee of the El Dorado, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this MOU.
- B. Any other entities connected with, or directly affected by, the services to be performed by this MOU.
- C. Any officer or employee of Alpine that are involved in this MOU.

If El Dorado becomes aware of a conflict of interest related to this MOU, the El Dorado shall promptly notify Alpine of the existence of that conflict, and Alpine may, in its sole discretion, immediately terminate this MOU by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

ARTICLE XV

Administrator: The El Dorado County Officer or employee with responsibility for administering this MOU is Kristen Gurrola, Program Manager, Administration, Health and Human Services Agency, or successor.

The Alpine County Officer or employee with responsibility for administering this MOU is Nichole Williamson, Alpine County Administrative Officer, Health and Human Services Director, or Erin Dobyns, Deputy Director, or successor.

ARTICLE XVI

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 XVII

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 XVIII

California Forum and Law: 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 XIX

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 XX

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 XXI

Changes to MOU: 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 XXII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this MOU, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXIII

Counterparts: This MOU 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 XXIV

Entire MOU: 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: _____
Kristen Gurrola
Program Manager, Administration
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Olivia Byron-Cooper, MPH
Interim 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 - -

By: _____
Wendy Thomas
Chair, Board of Supervisors
"County of El Dorado"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- - COUNTY OF ALPINE - -

By: _____

Dated: _____

Board of Supervisors
"County of Alpine"

Attest:
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

By: _____
County Counsel

Dated: _____