

MEMORANDUM OF UNDERSTANDING #7828
Inter-County Temporary Public Health Officer Coverage

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”), the County of Alpine, whose principal place of business is 75 Diamond Valley Road, Markleeville, California 96120 (hereinafter referred to as “Alpine”); and the County of Sacramento, whose principal place of business is 7001 East Parkway, Sacramento, California 95823 (hereinafter referred to as “Sacramento”);

RECITALS

WHEREAS, the Counties of El Dorado, Alpine and Sacramento (collectively referred to as “Counties”) have appointed a County Health Officer (“Health Officer”) to support and enforce action(s) of the Board of Supervisors pursuant to Health and Safety Code sections 101025, 101035, 101040 etc.;

WHEREAS, said Health Officers are responsible to carry out duties described in statute including but not limited to Health and Safety Code Division 105, Part 1, Chapter 3, and Division 102, Part 1, Chapter 2, Article 2;

WHEREAS, the Health Officer appointment may be vacant, or the incumbent is temporarily absent from the appointing County or otherwise unavailable to carry out Health Officer duties as required by law (“Unavailable”);

WHEREAS, the Counties aim to provide temporary Health Officer coverage in cases where a Health Officer is temporarily unavailable in the participating County;

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, Alpine and Sacramento mutually agree as follows:

ARTICLE I

Responsibilities:

1. Through this MOU, the Health Officer of any of the Counties may be requested by another County's Board of Supervisors, Health Officer, Public Health Director, County Administrative Officer, or other authorized person ("Requesting County") to carry out the functions of the Requesting County's Health Officer when the Requesting County's Health Officer is unavailable ("Coverage"). The Health Officer of the County providing the Coverage is the "Covering Health Officer" and the County providing the Coverage is the "Providing County". The Covering Health Officer shall have all of the powers and duties of the Requesting County's Health Officer when providing Coverage for the Requesting County.
2. The consideration for any Providing County's Health Officer's providing Coverage in a Requesting County pursuant to this MOU is the mutual covenants expressed herein. The

Providing County shall not be entitled to reimbursement or payment of any costs of the Providing County's provision of Coverage. The Coverage provided by a Providing County's Health Officer in a Requesting County shall be part of the duties of the Providing County's Health Officer who shall receive no additional remuneration therefor.

3. The Providing County shall indemnify, defend and hold harmless the Requesting County from any claims or liability arising or alleged to have arisen from the acts or omissions of the Covering Health Officer within the course and scope of his/her providing Coverage in the Requesting County. The Requesting County shall indemnify, defend, and hold harmless the Providing County and the Covering Health Officer from any claims or liability arising or alleged to have arisen from the acts and/or omissions of the Requesting County and its officers, employees, and agents.
4. A County or a County Health Officer who is requested by a Requesting County to provide Coverage may refuse to provide Coverage without penalty or liability to said County and/or its Health Officer. A Covering Health Officer may cease providing Coverage to a Requesting County at any time without penalty or liability to himself/herself or the Providing County.

ARTICLE II

Term: This MOU shall become effective upon final execution by all parties hereto and shall automatically renew annually thereafter.

ARTICLE III

Payment: There shall be no remuneration between the parties to this MOU.

ARTICLE IV

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 V

Confidentiality: All parties shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. All parties, and all parties staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this MOU. This confidentiality provision shall survive the expiration or termination of this MOU.

ARTICLE VI

Termination and Cancellation:

- A. **Ceasing Performance:** Any party may terminate this MOU in the event the other party ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.
- B. **Termination or Cancellation without Cause:** Any party may terminate this MOU in whole or in part upon seven (7) calendar day's written notice to the other party without cause. Upon receipt of a Notice of Termination, the receiving party shall promptly discontinue all services affected after appropriate and prompt transition of existing sensitive referral cases is completed, as of the

effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE VII

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
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

or to such other location as the El Dorado directs.

Notices to Alpine shall be addressed as follows:

COUNTY OF ALPINE
Health and Human Services
75 Diamond Valley Road
Markleeville, CA 96120
ATTN: Tim Streeper, MS
tstreeper@alpinecountyca.gov

or to such other location as the Alpine directs.

Notices to Sacramento shall be addressed as follows:

COUNTY OF SACRAMENTO
Department of Health Services
7001 East Parkway
Sacramento, CA 95823
ATTN: Director

or to such other location as the Sacramento directs.

ARTICLE VIII

Change of Address: In the event of a change in address for any parties principal place of business, Agent for Service of Process, or Notices to any parties, shall notify each 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 El Dorado’s Contract Administrator, 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 IX

Insurance: All parties to this MOU are self-insured and shall provide a letter of self-insurance, if requested to do so by the other party during the term of this MOU.

ARTICLE X

Force Majeure: No 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 XI

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 XII

Nondiscrimination:

- A. Each party shall comply with all applicable nondiscrimination statutes and regulations during the performance of this MOU including but not limited to the following: Counties and their respective employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Counties shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this MOU by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Counties and their respective

employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Counties shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Counties signatures shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XIII

Licenses: Counties hereby represent and warrant that each County under this MOU has all the applicable licenses, permits, and certifications that are legally required for Health Officer Coverage to practice its profession or provide the services or work contemplated under this MOU in the State of California. Counties shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this MOU.

ARTICLE XIV

MOU Administrator: The County of El Dorado Officer or employee with responsibility for administering this MOU is Michael Ungeheuer, MN, RN, PHN, Deputy Director Public Health, Health and Human Services Agency 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

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 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 El Dorado County, 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

Counterparts: This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same MOU.

ARTICLE XXI

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: <u></u> <small>Jennifer Byrne (Oct 2, 2024 15:03 PDT)</small>	Dated: <u>10/02/2024</u>
<u>Michael Ungeheuer, MN, RN, PHN</u> Deputy Director Public Health Health and Human Services Agency	*Jennifer Byrne, MSc, CSSGB, CXP Director of Public Health

Requesting Department Head Concurrence:

By: <u></u> <small>Olivia Byron-Cooper (Oct 7, 2024 16:41 PDT)</small>	Dated: <u>10/07/2024</u>
<u>Olivia Byron-Cooper, MPH</u> Director Health and Human Services Agency	

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Emma Owens
Principal Management Analyst, for CAO

-- COUNTY OF ALPINE --

By: _____ Dated: _____
Nichole Williamson
County Administrative Officer

By: _____ Dated: _____
Charles McKee
County Counsel

-- COUNTY OF SACRAMENTO --

By: ^{Signed by:} Olivia Kasirye Dated: 9/26/2024
7803D198B513404
Timothy W. Lutz
Director
RESO # 2024-0518