

MEMORANDUM OF UNDERSTANDING #10103

between
COUNTY OF ALPINE
on behalf of its **HEALTH AND HUMAN SERVICES DEPARTMENT**
and
COUNTY OF EL DORADO
on behalf of its **HEALTH AND HUMAN SERVICES AGENCY**

As-needed Social Services Administrative, Technical 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 referred to as “El Dorado”) and the County of Alpine, a political subdivision of the State of California (hereinafter referred to as “Alpine”), (hereinafter collectively referred to as “Parties”).

RECITALS

WHEREAS, Alpine has demonstrated a need for limited programmatic and administrative support services for various activities including but not limited to the Eligibility Specialist, Employment and Training Worker, California Statewide Automated Welfare System (CalSAWS) Help Desk, and System Support Assistant, and Medical Eligibility Data System (MEDS);

WHEREAS, El Dorado, through its Health and Human Services Agency (HHSA), has represented to Alpine that many of HHSA’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;

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

ARTICLE I

Scope of Services: El Dorado agrees to provide Alpine, on an as-needed basis, and subject to availability of staff and approval by El Dorado, limited programmatic and administrative support services for the Self-Sufficiency Programs within the scope of HHSA, should the need arise.

Upon written request from Alpine, to include electronic communication, El Dorado shall provide services under this MOU using the same personnel who support HHSA’s Self-Sufficiency Program performing a similar role, and may include, but will not be limited to, the following list of classification and/or duties:

1. Eligibility Specialist;
2. Employment and Training Worker
 - a. CalSAWS Help Desk;
 - b. Data analysis and clean up;
3. System Support Assistant, MEDS;

4. Other support as may be needed that falls within the scope of the Self Sufficiency Program 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 El Dorado Contract Administrator. Alpine shall identify the contacts and initiate communication and coordination of services with El Dorado 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 El Dorado Contract Administrator approval.

ARTICLE I

Compensation for Services: For services provided herein, Alpine agrees to pay El Dorado quarterly upon the satisfactory completion of work, in arrears. Quarterly payments shall be made within forty-five (45) days following Alpine's receipt of invoices identifying the services rendered from El Dorado.

- A. **Rates:** For the purposes of this MOU, the billing rates for all services provided by El Dorado to Alpine shall be charged at cost as applicable through State claiming plus a 15% administrative fee.
 1. Alpine shall be invoiced based on actual costs as identified through the quarterly state claiming and include an additional admin fee of 15% of total invoice costs.
 2. Mileage and travel (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed for services performed by El Dorado employees when necessary. Reimbursement for mileage, travel, or per diem expenses for El Dorado employees shall not exceed the rates to be paid to County employees under the current Board of Supervisors Policy D-1, as it now reads or may thereafter be amended, that is in effect at the time the mileage or travel expenses are incurred. Board Policy Manual Policy D-1 is available at <https://www.eldoradocounty.ca.gov/files/assets/county/v/1/documents/government/bos/bos-documents/policies/section-d/d-1-travel-policy-amended-10-22-19.pdf>.
 - a. El Dorado employees shall document mileage and travel expenses using the El Dorado HHSa Travel "Mileage and Expense Form." El Dorado will reimburse the employee, and a copy of the documentation will be on file.
 - b. Other direct costs shall be invoiced at El Dorado's cost.
- B. **Invoices/Remittance:** It is a requirement of this MOU that El Dorado shall submit an original invoice, similar in content and format with the HHSa invoice template linked online at <https://www.eldoradocounty.ca.gov/Health-Well-Being/Health-and-Human-Services/HHSa-Contractor-Resources>, and shall reference this MOU number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by Alpine:

Alpine	
<i>Email (preferred method) invoices to:</i>	<i>Mail invoices to:</i>
<p><u>Alpine Fiscal & Technical Specialists</u> Heather Dobbs: hdobbs@alpinecountyca.gov Lauren Slavik lslavik@alpinecountyca.gov Please include in the subject line: “Contract #, Service Month, Description/Program”</p>	<p>County of Alpine Health & Human Services Department Attn: Angela Slais, Deputy Director 75 A Diamond Valley Road Markleeville, CA 96120</p>

or to such other location or email as Alpine directs.

Remittance shall be sent as follows, or as otherwise directed in writing by El Dorado:

El Dorado
<i>Mail remittance to:</i>
<p>County of El Dorado Health & Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location or email as El Dorado directs.

ARTICLE II

Fiscal Considerations: The parties to this MOU recognize and acknowledge that the parties are political subdivisions of the State of California. As such, is the parties are 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 the parties business, the parties 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, either Party 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.

In addition to the above, should the El Dorado 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 department by which services were contracted to be performed, pursuant to this paragraph in the sole discretion of El Dorado, this MOU may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE III

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 IV

Confidentiality: Alpine 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. Alpine, and all Alpine staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to El Dorado's Contract Administrator for the purpose of, and in the performance of, this MOU. This confidentiality provision shall survive after the expiration or earlier termination of this MOU.

ARTICLE V

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this MOU is funded by state funds and El Dorado determines Alpine is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this MOU. The County will provide Alpine advance written notice of such termination, allowing Alpine at least thirty (30) calendar days to provide a written response. Termination will be at the sole discretion of El Dorado.

ARTICLE VI

Termination and Cancellation:

- A. **Ceasing Performance:** Either 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:** Either 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, with both the El Dorado Health and Human Services Agency and the El Dorado Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to the El Dorado shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the 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: Angela Slais, Deputy Director
aslais@alpinecountyca.gov

or to such other location or email as Alpine directs.

ARTICLE VIII

Change of Address: In the event of a change in address for Alpine's principal place of business, Alpine's Agent for Service of Process, or Notices to Alpine, Alpine shall notify the El Dorado 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 the El Dorado 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

Indemnity: Alpine shall defend, indemnify, and hold El Dorado harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, El Dorado employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the provision of services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of El Dorado, Alpine, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of El Dorado, its officers and employees, or as expressly prescribed by statute. This duty of Alpine to indemnify and save El Dorado harmless includes the duties to defend set forth in California Civil Code Section 2778.

El Dorado shall defend, indemnify, and hold Alpine harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, El Dorado employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with El Dorado's services, operations, or performance hereunder, regardless of the existence or degree

of fault or negligence on the part of Alpine, El Dorado, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Alpine, its officers and employees, or as expressly prescribed by statute. This duty of El Dorado to indemnify and save Alpine harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE X

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 XI

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 XII

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 XIII

Nondiscrimination: Alpine may require El Dorado’s services on projects involving funding from various state and/or federal agencies, and as a consequence, El Dorado shall comply with all applicable nondiscrimination statutes and regulations during the performance of this MOU including but not limited to the following: El Dorado and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; El Dorado shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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.

ARTICLE XIV

Contract Administrator: The El Dorado Officer or employee with responsibility for administering this MOU is Leslie Griffith, MSW, Assistant Director, Protective Services, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with El Dorado and a successor is pending, or El Dorado has to temporarily delegate this authority, El Dorado Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this MOU and El Dorado HHS Administration shall provide Alpine with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

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: *Kelly Nakamura*
[Kelly Nakamura \(Feb 12, 2026 11:59:35 PST\)](#)
Kelly Nakamura
Program Manager
Self-Sufficiency
Health and Human Services Agency

Dated: 02/12/2026

Requesting Department Head Concurrence:

By: *Olivia*
[Olivia Byron-Cooper \(Feb 12, 2026 12:05:07 PST\)](#)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 02/12/2026

IN WITNESS WHEREOF, the parties hereto have executed this MOU 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 --

By: Angela Slais
[Angela Slais \(Feb 16, 2026 15:29:39 PST\)](#)
Angela Slais
Director, Health and Human Services
"Alpine"

Dated: 02/16/2026