

MEMORANDUM OF UNDERSTANDING

#887-PHD0809

between

ALPINE COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

and

EL DORADO COUNTY HEALTH SERVICES DEPARTMENT

This Memorandum of Understanding (“MOU”), 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 County of Alpine, a political subdivision of the State of California (hereinafter referred to as “Alpine”);

RECITALS

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

WHEREAS, El Dorado, through its Health Services Department – 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; and

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

Article I. Scope of Services:

Section 1.01 El Dorado agrees to provide, on a part-time basis, programmatic and administrative support services for the ongoing HPP program. El Dorado shall provide services under this Agreement using the same El Dorado County staff who support El Dorado County's HPP Program.

Specific responsibilities include:

- (a) Development of needed plans, policies and procedures for surge capacity, including plans for the use of local and regional resources.
- (b) Collection of data from participating hospitals, clinics, and other health care providers.
- (c) Development of mutual aid agreement(s), memoranda of understanding (MOU), etc.
- (d) Provision of information to Alpine for the mid-year and Final Progress Reports to California Department of Public Health ("CDPH").
- (e) Provision of administrative support services to Alpine's HPP program an average of eight (8) hours per week.
- (f) Provision of assistance in the preparation of the narrative and budget portions of the Centers for Disease Control and Prevention ("CDC") and HPP grants for fiscal year 2009-10, including but not limited to development of the language of the narrative and review of the budget with suggestions for changes, modifications, corrections and comments needed to obtain fully and timely approval by the CDPH within the guidelines set by the CDPH.
- (g) Provision of assistance to Alpine with questions of protocol, budget requirements, deadlines, and other matters as needed by Alpine to meet the CDPH HPP grant requirements.

Section 1.02 In addition, the HPP Coordinator shall coordinate the development and implementation of training and exercises, including but not limited to:

- (a) Ensuring that all drills and exercises planned and executed by El Dorado include Alpine County as needed to meet the requirements of the HPP grant.
- (b) Preparing and reviewing all "After Action" reports required by the drills and exercises involving both Alpine and El Dorado.

Section 1.03 The HPP Coordinator shall visit Alpine County Health and Human Services office as often as once a month, if and when requested by either county at a time and date agreeable to both parties.

Article II. Term: This Agreement shall become effective upon signature and shall expire August 10, 2010 unless earlier terminated pursuant to the provisions under Section 3.03 herein.

Fiscal Provisions: For services provided herein, Alpine agrees to pay El Dorado a one-time payment in the amount of \$50,000 within forty-five (45) days of the effective date of this Agreement.

Article III. General Provisions

Section 3.01 Changes to Agreement: This Agreement 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.

Section 3.02 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.

Section 3.03 Default, Termination, and Cancellation:

- (a) *Default*: Upon the occurrence of any default of the provisions of this Agreement, 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 Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement 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 Agreement, 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 Agreement in the event El Dorado ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- (d) *Termination or Cancellation without Cause*: Alpine or El Dorado may terminate this Agreement 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. 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 IV. 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 County shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR**

or to such other location as El Dorado directs.

Notices to Alpine shall be addressed as follows:

**ALPINE COUNTY HEALTH AND HUMAN SERVICES
75-B DIAMOND VALLEY ROAD
MARKLEEVILLE, CA 96120
ATTN: STACY OLSON – PUBLIC HEALTH**

or to such other location as Alpine directs.

Article V. 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 attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County 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 Alpine to indemnify and save El Dorado harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article VI. Insurance:

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

Article VII. Administrator: The County Officer or employee with responsibility for administering this Agreement is Chris Weston, Public Health Preparedness Program Manager, or successor.

Article VIII. Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement 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 IX. Partial Invalidation: If any provision of this Agreement 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 X. Venue: Any dispute resolution action arising out of this Agreement, 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 XI. Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: *Neda West* Dated: 12-6-09
Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

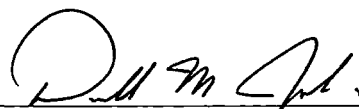
By: _____
Ron Briggs, Chairman
Board of Supervisors
"El Dorado"

Dated: _____

ATTEST:
*Suzanne Allen de Sanchez Clerk
of the Board of Supervisors*


By: _____ *Deputy Clerk* Date: _____

-- COUNTY OF ALPINE --

By:  _____
Phillip D. Bennett, Chairman
Board of Supervisors
"Alpine"

Dated: 1-5-2010

ATTEST:
*Barbara Howard, Clerk
of the Board of Supervisors*

By:  _____ *Deputy Clerk* Date: 1-5-2010