

MEMORANDUM OF UNDERSTANDING

COUNTY OF EL DORADO EMPLOYER HEALTH CARE PLAN

Meeks Bay Fire District/El Dorado County

WHEREAS the County of El Dorado (“County”) has developed, negotiated, and currently maintains defined Health Benefit plans available to the County’s eligible employees, retirees, and their eligible dependents as set forth below, and,

WHEREAS Meeks Bay Fire Protection District (“District”) has determined that these same Health Benefits are appropriate to be provided to eligible District employees, retirees, and their eligible dependents, and,

WHEREAS County and District agree that it is the best interest of the public, to avoid duplications of effort, and otherwise to promote cost-effective use of public funds, to establish by means of this Memorandum of Understanding (“M.O.U”) appropriate terms and conditions under which District can access these County-Sponsored Health Benefits, now,

THEREFORE, District and County agree as follows:

1. **Plan Document.** The document entitled, “EL DORADO EMPLOYER HEALTH CARE PLAN, Amended and Restated Effective April 1, 1966, together with all subsequent amendments thereto, are incorporated in their entirety into this M.O.U. by reference, and are referred to hereinafter as the “Plan Document”.
2. **Status of Affiliated Employer.** The Plan Document shall define and govern the terms and conditions under which health benefits are provided under this M.O.U., except as otherwise provided herein. During the term of this M.O.U., and by virtue of its approval by the El Dorado County Board of Supervisors and the District Board of Directors, District shall be an “Affiliated Employer” as defined in the Plan Document. It is the intent of the parties that this M.O.U. shall replace all prior agreements, whether verbal or written.
3. **Amendment of Plan Document.** The Plan Document may be amended from time to time at the sole option of the El Dorado County Board of Supervisors. County will endeavor to keep District informed regarding any such amendments and other related changes affecting Health Benefits, including changes, additions, or deletions to Alternate County-Sponsored Plans. However, it is understood that these Health Plans are primarily designed and maintained to meet the needs of El Dorado County, as identified by the County, and as negotiated by the County through meeting and conferring with the County’s recognized employee organizations, subject to internal recommendations to the County Board of Supervisors through the County’s Health Plan Advisory Committee.

4. **Effective Date of this M.O.U.** This M.O.U. shall take effect on the date approved by the District Board and the El Dorado County Board of Supervisors. It replaces any prior agreements, whether verbal or written, and shall constitute the entire agreement between County and District with respect to affiliation for Health Benefits. By mutual agreement, District employees, retirees, and dependents may become eligible to elect benefits on an agreed date other than the effective date of this M.O.U.
5. **Termination of this M.O.U.** This M.O.U. may be terminated by either County or District, by providing written notice of termination 60 days in advance, for any reason. County does not guarantee availability of any Health Benefits for District or its employees or retirees.
6. **District Retirees.** In the event that District participates in the P.E.R.S. retirement system, then a “District Retiree” is any former employee of the District who meets the definition of “Retiree” set forth in the Plan Document, i.e., a former Employee of the District who is no longer Actively at work and who has reached his or her Retirement Date, which is defined as the date for which pension benefits are first received under P.E.R.S. In the event that District does not participate in the P.E.R.S. retirement system, then a “District Retiree” shall be defined as a former employee of the District, who is no longer actively at work, and who would have reached his or her Retirement Date if the District did participate in the P.E.R.S retirement system.
7. **Eligibility.** District may adopt rules which are the same as, or more restrictive than, the County’s rules governing eligibility for enrollment in County-Sponsor Health Benefits. It is understood to be the sole responsibility of the District, and entirely within the authority of the District, to adopt rules, regulations, and procedures sufficient to define who is eligible to enroll in these benefits, and to assure compliance with all Federal and State laws and regulations which relate to, or confer rights upon, employees, retirees, and dependents regarding their eligibility for, or eligibility to have payments made on their behalf for, group health benefits or health insurance. Such laws include, but are not limited to, the California Family Rights Act of 1991, the Americans with Disabilities Act (42 USC 12101 et seq.), COBRA (Public Law 99-272. title X, sec 10002; 100 stat 227; 29 USC 1161-1168), the Family & Medical Leave Act of 1993 (Public Law 103-3 (2/5/93), 107 stat. 6 (29 USC 2601 et seq.)). The County will endeavor to adopt Plan Document provisions applicable to its own employees and retirees, and their dependents, which the County believes to be consistent with such regulations and laws as they relate to the County’s own employees and retirees. However, District agrees to indemnify and hold harmless the County of El Dorado, and its officers, officials, and employees, against all loss, damage and liability for damages, including reasonable attorneys’ fees other costs of defense incurred by County, which shall directly arise out of or result from District’s alleged failure to adopt or administer rules, regulations, and procedures consistent with such regulations, useless such damage or loss is caused by sole negligence of County.

8. **Payment by District.** District agrees to pay El Dorado County at regular intervals no less frequently than monthly the entire cost of all converge extended to District's employees, retirees, and dependents, at monthly rates established by the County Board of Supervisors, except that County agrees to collect all contributions required from District's qualified beneficiaries under COBRA directly from such qualified beneficiaries. District contribution rates shall equal those rates established by the Board which County Department and Participants themselves pay into the County's Risk Management Fund, plus a two percent (2%) administration fee. District hereby authorizes County to collect such payments, to the extent possible through automated payroll processing, or by Journal Entry. District agrees to collect and recover on its own any employee or retiree contributions as may be required by the District.
9. **Employee and Retiree Contribution Rates.** It is understood to be District's sole authority to negotiate and establish required contribution rates for District's employees. However, District agrees to charge District Retirees the same contribution rates applicable for County-Sponsored Plans as are established by the county for its own Retirees. District may, however, subject to advance written approval by the County Risk Program Manager, adopt rules which provide for partial contribution coverage, without the need to amend this M.O.U.
10. **Eligibility Reporting.** County will provide to District appropriate paper forms or electronic application to allow for enrollment applications and changes to include terminations of coverage. County agrees to provide supporting materials, including new employee orientation, new employee enrollment information, and periodic Open Enrollment communication materials to support employee converge elections as allowed under the Plan Document. District agrees to timely report all changes in employment and other events which become known to District which may affect eligibility of District's employees, retirees, and dependents. In the event of a termination of employment, death of an employee, or other event known to District, but not timely reported to the County, and which constitutes a qualifying event under COBRA. District shall be responsible for the full cost of any additional contribution coverage which may be required to be extended as a result of late notice being provided to a beneficiary otherwise qualified under COBRA.
11. **COBRA.** County agrees to provide and administer COBRA continuation coverage for District's employees, retirees, and their dependents who may become Qualified Beneficiaries as defined in the Plan Document, including mailing and filing of required notices, billing, collection, and notifications to health insurance companies and claims administrators.
12. **Eligibility in the Event of District Termination.** Termination of this M.O.U. shall constitute termination of coverage for the entire District group. Effective the date of termination of this M.O.U., El Dorado County shall have no obligation to continue to provide coverage or benefits to any of District's employees, retirees, or their dependents, except as provided for by COBRA, and except as provided herein below with respect to certain members of District's Board of Directors who were in office on July first, 1992.

13. **Eligibility of District Board of Directors.** Subject to compliance with State and Federal laws as discussed under “7. Eligibility”, above, District may adopt rules which are more restrictive than allowed herein below. District may adopt rules allowing current members of District’s elected Board to enroll in County-Sponsored Health Benefits in the same manner as District’s other retired employees. Such coverage provided to current and former Board of Directors shall be subject to all other terms and conditions as set forth by in this M.O.U. District may not, however, adopt rules allowing former Board members to enroll in coverage. Such coverage provided to current members of the Board of Directors shall be subject to all other terms and conditions as set forth in this M.O.U.
14. Authority. By execution of the M.O.U. each of the undersigning represents they are duly and properly authorized officers to bind the respective party to terms and conditions of this agreement and enter said agreement on the party’s behalf.

El Dorado County:

By: _____
 Chairman, Board of Supervisors
 “County”

Dated: _____

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

By: _____

Dated: _____

Meeks Bay Fire District:

By: _____

Dated: _____

Printed Name and Title: _____
 “District”