

**MEMORANDUM OF UNDERSTANDING**

**AMS-359**

Homeless Program Sponsorship

**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, Health and Human Services Agency (hereinafter referred to as "County"), and Barton Healthcare System, Inc., a California nonprofit public benefit corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2170 South Avenue, South Lake Tahoe, CA 96150, (Mail: P.O. Box 9578, South Lake Tahoe, CA 96158) and of which the agent for service of process is Kelly Neiger, 2170 South Avenue, South Lake Tahoe, CA 96150 (hereinafter referred to as "Sponsor");

**RECITALS**

**WHEREAS**, County has identified a need to support the El Dorado Opportunity Knocks Continuum of Care (CoC) to facilitate and support homeless services in El Dorado County; and

**WHEREAS**, County Health and Human Services Agency has recommended to the Board that the Agency will serve as the fiscal agent for any funding to be used for the purpose of supporting the CoC, including but not limited to subcontracting services; and

**WHEREAS**, Sponsor has determined that participating in the support of the CoC is in the best interest of the community; and

**WHEREAS**, Sponsor's contribution shall be applied to the CoC homeless programs as mutually agreed between the County and Sponsor in Exhibit A, attached hereto; 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**, County and Sponsor mutually agree as follows:

**ARTICLE I**

**Responsibilities:**

- A. Sponsor has identified funding for the purpose of supporting the CoC.
- B. County:

1. County has identified programs and services to support homeless efforts in El Dorado County, as defined in Exhibit A, "Sponsored Project." County will provide oversight of said programs and services, ensuring compliance with the terms and conditions thereto.
2. County will provide access to outcomes, reports, and/or recommendations obtained as a result of the sponsored work upon request of Sponsor.
3. County will maintain an accounting, available to Sponsor upon request, of all donations received for the purpose of supporting the CoC and homeless efforts, procurements, and services provided, and shall reduce the County contribution by the amount of those donations.
  - i. In the event that donations received exceed the cost of the program or services to which contributions are being applied, County will return the balance of the donation, unless otherwise directed in writing by Sponsor.

## **ARTICLE II**

**Term:** This MOU shall become effective upon final execution by both parties hereto and shall terminate twelve (12) months thereafter, unless earlier terminated in accordance with the Article titled "Fiscal Considerations" or "Default, Termination, and Cancellation."

## **ARTICLE III**

**Fiscal:** Sponsor will advance to County the sum of \$10,000 within thirty (30) days of execution of this Agreement. Sponsor shall include a copy of Exhibit A with payment and deliver both to County address noted herein below:

County of El Dorado  
Health and Human Services Agency, Fiscal Unit  
3057 Briw Road, Suite B  
Placerville, California 95667

## **ARTICLE IV**

**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 all the parties hereto.

## **ARTICLE VI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that 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 County business, 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 Agreement to the contrary, County shall give notice of cancellation of this Agreement 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 Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County 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 County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety and any remaining funds shall be returned to Sponsor along with an accounting of the use of said funding.

#### **ARTICLE VII**

**Audit by California State Auditor:** County acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, County shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under this Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE VIII**

##### **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 (“default notice”). If the party in default does not cure the default within thirty (30) days following the date of receipt of the default notice (“time to cure”), then such party shall be in default for the purposes of this Agreement. The time to cure may be extended at the discretion of the party giving the default 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 nature of the alleged default and the applicable Agreement provision(s) with respect to which the default is alleged and shall demand that the party in default perform its obligation under such provisions of this Agreement within the time to cure, as it may have been extended. 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, as it may have been extended, has expired.

B. **Termination or Cancellation without Cause:** Either party may terminate this Agreement in whole or in part upon seven (7) calendar days written notice to the other without cause. If such prior termination is effected, any remaining funds shall be returned by County to Sponsor along with an accounting of the use of said funding.

**ARTICLE IX**

**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 and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as the County directs.

Notices to Sponsor shall be addressed as follows:

BARTON HEALTHCARE SYSTEMS, INC.  
2170 SOUTH AVENUE  
SOUTH LAKE TAHOE, CA 96158  
ATTN: CORPORATE DIRECTOR

or to such other location as the Sponsor directs.

**ARTICLE X**

**Change of Address:** In the event of a change in address for either party's principal place of business, said party's Agent for Service of Process, or Notices to said party, that party shall notify the other party in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XI**

**Indemnity:** Sponsor shall defend, indemnify, and hold the County, its officers, officials, employees and volunteers 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, 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 the Sponsor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Sponsor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Sponsor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The County shall defend, indemnify, and hold the Sponsor 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, Sponsor's 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 County's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Sponsor, the County, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of Sponsor, its officers and employees, or as expressly prescribed by statute. This duty of County to indemnify and save Sponsor harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XII**

**Insurance:** All parties to this MOU attest that they are adequately insured for General Liability and Automobile Liability, and in accordance with California Labor Code Section 3700 for Workers' Compensation, and shall provide evidence of insurance, if requested to do so by the other party during the term of this MOU.

#### **ARTICLE XIII**

**Interest of Sponsor:** Sponsor covenants that Sponsor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Sponsor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Sponsor.

#### **ARTICLE XIV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Sponsor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Sponsor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Daniel Del Monte, Deputy Director, Health and Human Services Agency, or successor.

**ARTICLE XVI**

**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 XVII**

**Partial Invalidity:** 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 XVIII**

**Venue:** Any dispute resolution action arising out of this Agreement, 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 Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XX**

**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 Contract Administrator Concurrence:**

By:   
Daniel Del Monte, Deputy Director  
Health and Human Services Agency

Dated: 2/6/2020

**Requesting Department Head Concurrence:**

By:   
Donald Semon  
Director  
Health and Human Services Agency

Dated: 2-7-20

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

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Board of Supervisors  
"County"


ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk


Dated: \_\_\_\_\_

-- SPONSOR --

BARTON HEALTHCARE SYSTEMS, INC.  
(A CALIFORNIA CORPORATION)

By:   
Clint Purvance, M.D., C.P.E.  
President/Chief Executive Officer  
"Sponsor"

Dated: 1/8/2020

By:   
Kelly Neiger  
Chief Financial Officer  
"Sponsor"

Dated: 1/20/20

**EXHIBIT A, "Sponsored Project"**  
MEMORANDUM OF UNDERSTANDING AMS-359

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County and Sponsor mutually agree that Sponsor's funding contribution shall be applied to support Agreement 4106 by and between the County of El Dorado and The Center for Common Concerns, Inc., HomeBase to provide strategic and practical technical assistance to the El Dorado Opportunity Knocks Continuum of Care(CoC) relating to the Coordinated Entry System for Homeless Services.

Sponsor shall include a copy of this Exhibit A with \$10,000 payment, pursuant to the provisions contained herein this Agreement under Article III, titled "Fiscal". Payment shall be delivered to the address noted herein below:

County of El Dorado  
Health and Human Services Agency, Fiscal Unit  
3057 Briw Road, Suite B  
Placerville, California 95667

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Don Semon  
Director  
Health and Human Services Agency

-- SPONSOR --

BARTON HEALTHCARE SYSTEMS, INC.  
(A CALIFORNIA CORPORATION)

By:  \_\_\_\_\_ Dated: 1/8/2020  
Clint Purvance, M.D., C.P.E.  
President/Chief Executive Officer  
"Sponsor"

By:  \_\_\_\_\_ Dated: 1/8/2020  
Kelly Neiger  
Chief Financial Officer  
"Sponsor"