

## MEMORANDUM OF UNDERSTANDING

#872-PHD0709

between

Alpine County Public Health Department, Barton Healthcare System, El Dorado Care Center, El Dorado County Community Health Center, Marshall Medical Center, and Western Sierra Medical Center

and

EL DORADO COUNTY HEALTH SERVICES DEPARTMENT

This Memorandum of Understanding (“MOU”), made and entered into by and between El Dorado County, a political subdivision of the State of California, and Alpine County Public Health Department, Barton Healthcare System, El Dorado Care Center, El Dorado County Community Health Center, Marshall Medical Center, and Western Sierra Medical Center (hereinafter referred to as “HPP Coalition Participants”);

## WITNESSETH

WHEREAS, the HPP Coalition Participants have collaboratively agreed to set forth each agency’s role and responsibilities relative to membership in the Local Entity Hospital Preparedness Program (HPP). The HPP was established as a result of the California Department of Public Health grant received by El Dorado County Health Services Department Emergency Preparedness Program. This MOU describes the delivery of services and support within El Dorado County and neighboring Alpine County in response to a public health emergency; and

WHEREAS, the HPP Coalition membership has been structured to focus on coordination of services provided by the HPP Coalition Participants and achieving capabilities such as interoperable communication systems, real time bed capacity reporting, volunteer registries, and fatality and evacuation management. Each member of the coalition is committed to supporting the efforts of the group in response to a public health emergency affecting any or all members whenever possible; and

WHEREAS, members of the El Dorado County medical community are mutually invested in promoting best practices in response to public health emergencies, thus, the HPP Coalition Participants will coordinate efforts when appropriate to facilitate better overall response; and

WHEREAS, the HPP Coalition Participants are responsible for their own emergency communication practices, however, they will strive to create systems promoting interoperable communications with the other partners; and

WHEREAS, coordinated emergency response planning of HPP Coalition Participants is necessary for successful response in the event of an emergency;

WHEREAS, registration of volunteers with the Disaster Healthcare Volunteers of California is encouraged by the California Department of Public Health;

WHEREAS, it is the goal of the HPP Coalition Participants to prepare for mass casualty, fatality and evacuation management through mutual commitment of resources and service partner contacts;

NOW, THEREFORE, the parties hereto mutually agree as follows:

**Article I. Term**

This MOU is effective on signature and shall remain in force until August 7, 2010, unless earlier terminated pursuant to Article VII.

**Article II. Scope Of Services**

**Section 2.01** The Health Services Department Emergency Preparedness Program submitted a work plan to the State including the establishment of a community-based partnership of medical entities identified herein as the HPP Coalition, and is committed to delivering services based on that plan. Services include the promotion of emergency planning and testing of emergency response activities. All HPP Coalition Participants agree to the following, subject to availability of participants:

- (a) Participate in HPP Coalition quarterly planning meetings.
- (b) Share best practices in emergency response planning when appropriate.
- (c) Develop mutually beneficial agreements between HPP Coalition Participants for support of emergency response activities and/or resource sharing, whenever possible.
- (d) Collaborate on emergency preparedness drills and exercises among HPP Coalition Participants.
- (e) Promote emergency response training that includes the HPP Coalition Participants.
- (f) Endorse volunteerism in the community and with emergency planning processes when possible, and encourage registration with the Disaster Healthcare Volunteers of California as appropriate.

**Section 2.02** El Dorado County Health Services Department Emergency Preparedness Program functions as the HPP Agency Coordinator, and as such, agrees to:

- (a) Host quarterly HPP Coalition planning meetings.
- (b) Promote participation by all HPP Coalition Participants in emergency preparedness drills and exercises.
- (c) Conduct quarterly emergency communication drills with HPP Coalition Participants, including testing of real time bed capacity reporting.
- (d) Share information with stakeholders and encourage participation in shared planning practices.
- (e) Provide HPP Coalition Participants with data, to the extent it is available, on emergency planning training opportunities.
- (f) Facilitate collaboration between HPP Coalition Participants and non-partner response agencies as appropriate.

**Article III. Fiscal Provisions**

There shall be no remuneration associated with this MOU.

**Article IV. Confidentiality**

HPP Coalition Participants shall agree that all data, together with any knowledge otherwise acquired by the HPP Coalition Participants during the performance of services provided pursuant to this Agreement is intended for use by the El Dorado County Health Services Department and HPP Coalition Participants for development of Emergency Preparedness Planning. Said information shall be treated as Sensitive but Unclassified (SBU) as weighted by the Homeland Security Act and regulations issued by the Department of Homeland Security within the limits of the California Public Records Act (CA Government Code 6260 et seq.).

**Article V. Indemnity**

Each HPP Coalition Participant agrees to indemnify, defend, and hold harmless all other members of the HPP Coalition, their Board of Trustees, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including reasonable attorney's fees), losses, damages, injuries, or liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to their sole negligence in the performance of duties related to the HPP program. It is understood and agreed that such indemnity shall survive the termination of this MOU.

**Article VI. 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:

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

or to such other location as the County directs.

RICHARD HARVEY, PUBLIC HEALTH OFFICER  
 ALPINE COUNTY PUBLIC HEALTH DEPARTMENT  
 75-A DIAMOND VALLEY ROAD  
 MARKLEEVILLE, CA 96120

DARCIE CARPENTER, DIRECTOR OF EMERGENCY MANAGEMENT AND  
 INFECTION CONTROL  
 BARTON HEALTHCARE SYSTEM  
 2170 SOUTH AVE  
 SOUTH LAKE TAHOE, CA 96150

*Tom A. Johnson*  
~~CHIEF OF POLICE~~, EXECUTIVE DIRECTOR  
EL DORADO CARE CENTER  
3280 WASHINGTON STREET  
PLACERVILLE, CA 95667

STACY BOLTON, CHIEF OPERATIONS OFFICER  
EL DORADO COUNTY COMMUNITY HEALTH CENTER  
4327 GOLD CENTER DRIVE  
PLACERVILLE, CA 95667

CANDACE REVAZ, MARSHALL SAFETY COORDINATOR  
MARSHALL MEDICAL CENTER  
1100 MARSHALL WAY  
PLACERVILLE, CA 95667

DR. JUDITH BRANDT, MEDICAL DIRECTOR  
WESTERN SIERRA MEDICAL CENTER  
3070 CAMINO HEIGHTS DRIVE, SUITE B  
CAMINO, CA 95709

or to such other location as Coalition Participants direct.

**Article VII. Changes To MOU**

This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing. Any party may terminate their participation in this MOU upon thirty (30) days written notice to the other parties.

**Article VIII. ENTIRE MOU**

This document represents the entire MOU between the parties and incorporates or supersedes all prior written or verbal agreements, MOUs or understandings regarding collaborative HPP Coalition emergency preparedness planning.

**Article IX. Administrator**

The County Officer or employee with responsibility for administering this Agreement is Chris Weston, Emergency Preparedness Program Manager, or successor.

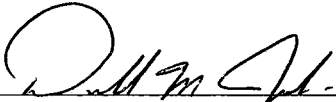
**DEPARTMENT HEAD CONCURRENCE:**

*Neda West*  
\_\_\_\_\_  
Neda West, Director  
Health Services Department  
//

*11/19/09*  
\_\_\_\_\_  
Date

IN WITNESS WHEREOF, this MOU has been executed as of the date herein below appearing:

Alpine County

  
Donald M. Jardine, Chairperson  
Board of Supervisors

2/16/10  
Date

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

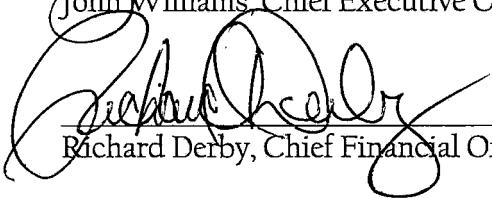
  
Deputy Clerk

2/16/10  
Date

Barton Healthcare System


  
John Williams, Chief Executive Officer

1/18/2010  
Date

  
Richard Derby, Chief Financial Officer

1/18/2010  
Date

El Dorado Care Center

  
~~\_\_\_\_\_~~, Executive Director  
Dan A. Johnson

4/23/2010  
Date

El Dorado County Community Health Center

  
James Ellsworth, Executive Director

3/8/10  
Date

Marshall Medical Center

James Whipple  
James Whipple, Chief Executive Officer

1/5/10  
Date

Laurie Eldridge  
Laurie Eldridge, Chief Financial Officer

1-5-10  
Date

Western Sierra Medical Center

M. Judith Brandt  
Judith Brandt, M.D., Medical Director

12/21/09  
Date

County of El Dorado

\_\_\_\_\_  
Ron Briggs, Chairman  
Board of Supervisors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date