

MEMORANDUM OF UNDERSTANDING #9253
Public Health Officer Coverage

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 Sacramento, a political subdivision of the State of California, whose principal place of business is 7001 East Parkway, Sacramento, California 95823, (hereinafter referred to as "Sacramento");

RECITALS

WHEREAS, the Counties of El Dorado and Sacramento (collectively referred to as "Counties") appoint a County Health Officer and may elect to appoint a Deputy Health Officer ("Health Officer") to support and enforce action(s) of their perspective Board of Supervisors pursuant to Health and Safety Code sections 101025, 101035, 101040 etc.;

WHEREAS, said Health Officers are responsible to carry out duties described in statute including but not limited to Health and Safety Code Division 105, Part 1, Chapter 3, and Division 102, Part 1, Chapter 2, Article 2;

WHEREAS, El Dorado is actively recruiting to fill the vacancy for a permanent full-time equivalent (FTE) Health Officer;

WHEREAS, El Dorado, Sacramento, and Alpine County previously entered into a zero-dollar MOU on December 3, 2024 ("MOU #7828") for Sacramento to provide temporary Health Officer coverage to El Dorado County for a limited term;

WHEREAS, the recruitment period to fill El Dorado's Health Officer position is anticipated to extend beyond a short-term vacancy period as was anticipated in MOU #7828;

WHEREAS, the Counties have mutually agreed that Sacramento will provide interim full-time Health Officer coverage to El Dorado on an hourly reimbursement basis while El Dorado's position is vacant and during recruitment;

WHEREAS, the term of this MOU is established as one (1) year to allow El Dorado to complete the recruitment of the permanent FTE Health Officer;

WHEREAS, the terms and conditions included in MOU #7828 are incorporated herein and remain unchanged, except where expressly revised in this MOU;

WHEREAS, upon the expiration or termination of MOU #9253, the terms and provisions of MOU #7828 shall remain in effect;

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

ARTICLE I

Responsibilities:

1. In accordance with MOU #7828, the Sacramento Health Officer (as the Providing County) shall provide and carry out the functions of El Dorado's Health Officer during the vacancy and recruitment of El Dorado's Health Officer position. The Sacramento Health Officer (or Covering Health Officer) shall have all the powers and duties of El Dorado's Health Officer when providing coverage for El Dorado (as the Requesting County).
2. El Dorado will collaborate and coordinate routine and as-needed services with the Sacramento Health Officer to ensure the Sacramento Health officer provides necessary coverage.
3. The same terms and conditions of MOU #7828, attached as Exhibit A and incorporated by reference herein, shall apply to the Health Officer services provided by Sacramento to El Dorado under this MOU, excepting only remuneration obligations (Article I, Responsibilities, Section 2; and Article III, Payment of MOU #7828), which shall be revised as set forth below for the above-identified responsibilities during the Term of this MOU.
4. This MOU does not supersede MOU #7828. Upon the expiration or termination of this MOU, the terms and conditions of MOU #7828 shall remain in effect. In the event of a conflict between this MOU and MOU #7828, this MOU shall prevail.

ARTICLE II

Term: This MOU shall become effective upon final execution by both parties hereto and shall expire one (1) year thereafter, or upon seven (7) calendar days written notice of the hiring by El Dorado of a permanent Health Officer, whichever comes first, in accordance with Article titled "Notice to Parties."

In the event additional coverage is needed due to the Health Officer vacancy and recruitment, El Dorado's Director of Public Health may request, subject to Sacramento's approval, by written notice to the other, to extend the term of this MOU for an additional six (6) months with the same terms and conditions set forth herein, for a total Term of eighteen (18) months from final execution by the parties.

In the event MOU #7828 should terminate during the Term of this MOU, the parties agree to meet in good faith prior to the termination of MOU #7828 to amend this MOU to incorporate provisions of MOU #7828 as needed.

ARTICLE III

Reimbursement: For services provided herein, including any deliverables that may be identified herein, El Dorado agrees to reimburse Sacramento upon the satisfactory completion and El Dorado's acceptance of work, in arrears. Reimbursement shall be made within forty-five (45) days following El Dorado's receipt and approval of invoices identifying the services rendered.

- A. **Rates:** For the purposes of this MOU, the reimbursement rate shall be \$115.26 per hour.
- B. **Maximum Obligation:** The maximum obligation for reimbursement provided under this Agreement shall not exceed \$190,000.

- C. **Invoices:** It is a requirement of this MOU that Sacramento shall submit an original invoice, similar in content and format with the Health and Human Services Agency (HHSa) invoice template linked online at <https://ElDoradoCounty.ca.gov/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 El Dorado:

| <i>Email (preferred method):</i> | <i>U.S. Mail:</i> |
|---|---|
| <p><u>PHinvoice@edcgov.us</u> Please include in the subject line: Contract #, Service Month, Description / Program With a copy to: <u>Jennifer.Byrne@edcgov.us</u> and <u>kyle.fliflet@edcgov.us</u></p> | <p>County of El Dorado Health and 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 IV

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 V

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 VI

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County 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 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
hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

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

Notices to Sacramento shall be addressed as follows:

COUNTY OF SACRAMENTO
Department of Health Services
7001 East Parkway
Sacramento, CA 95823
ATTN: Olivia Kasirye, MD, County Health Officer
Email: KasiryeO@saccounty.gov

or to such other location as the Sacramento directs.

ARTICLE VII

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

MOU Administrators: The County Officer or employee with responsibility for administering this MOU is Kyle Fliflet, Deputy Director of Public Health, HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this MOU and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties."

ARTICLE IX

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 X

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 XI

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 XII

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 XIII

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.

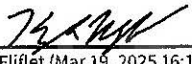
ARTICLE XIV

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 XV


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 MOU Administrator Concurrence:

By: 
Kyle Fliflet
Deputy Director of Public Health
Health and Human Services Agency

Dated: 03/19/2025

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 03/20/2025

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

-- COUNTY OF EL DORADO --

Dated: 4/8/25

By: [Signature]

Chair
Board of Supervisors
"El Dorado"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: [Signature]

Deputy Clerk

Dated: 4/8/25

-- COUNTY OF SACRAMENTO --

By: _____

Olivia Kasirye, MD, MS
County Health Officer
"Sacramento"

Dated: _____