MEMORANDUM OF UNDERSTANDING #268-F1411 AMENDMENT I

Hospital Preparedness Program (HPP) Coordinator Services

This Amendment I to that 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 Alpine, a political subdivision of the State of California (hereinafter referred to as "Alpine").

RECITALS

WHEREAS, El Dorado has been engaged by Alpine to provide administrative support services on a part-time basis for the Hospital Preparedness Program (HPP) in accordance with Memorandum of Understanding #268-F1411, incorporated herein and made by reference a part hereof, with a term that began on July 1, 2013 and renews automatically for successive one-year terms unless terminated earlier pursuant to the provisions under the Articles therein titled "Fiscal Considerations" or "Default, Termination and Cancellation;" and

WHEREAS, the parties hereto have mutually agreed to amend Article I – Scope of Services, Article III – Compensation for Services, and Article VI – Access to Records.

WHEREAS, the parties hereto have mutually agreed to add Article XIX – El Dorado Standard Language and renumber existing Article XIX – Entire Agreement to accommodate the insertion of the aforementioned Article; and

NOW THEREFORE, the parties do hereby agree that MOU #268-F1411 shall be amended a first time as follows:

1) Article I – Scope of Services, Article III – Compensation for Services, and Article VI – Access to Records shall be amended in their respective entirety as follows:

ARTICLE I

Scope of Services: El Dorado agrees to provide, on a part-time basis, programmatic and administrative support services for Alpine's ongoing Hospital Preparedness Program. El Dorado shall provide services under this MOU using the same HPP Personnel who support the El Dorado Hospital Preparedness Program. Specific responsibilities include but are not limited to:

- 1. Administrative support services:
- 2. Preparation of invoices;
- 3. Preparation of mid-year and final progress reports;

- 4. Fulfill the implementation of the specific activities in accordance with the requirements of the Centers for Disease Control and Prevention (CDC) and the Local Grant Application Guidance (Guidance) for each Financial Year; and
- 5. Visit Alpine County Health and Human Services Department offices at least one time per month at a time and date agreeable to both parties. Additional visits to be upon request by either county and each additional visit to be at a time and date mutually agreeable to both parties.

ARTICLE III

Compensation for Services: For services provided herein, Alpine agrees to pay El Dorado quarterly payments within forty-five (45) days of receipt of invoice from El Dorado. Invoices will be supported by appropriate time study backup included with each invoice.

A. The fully burdened hourly rates are as follows:

Position	Unit	Current Not- To-Exceed Rate	Rate Upon Execution of Amendment I
Program Manager I	Hourly	\$125	\$102
Supervising Health Education Coordinator	Hourly	\$75	\$80

- 1. Beginning August 2015, El Dorado shall annually review the above fully burdened hourly rate and adjust same.
- 2. El Dorado shall notify Alpine in writing within fifteen (15) days of the adoption of the change in the fully burdened rate pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." The updated rate shall apply to any services performed thirty (30) days after the date of adoption of the rate change.
- B. <u>Invoices / Remittance</u> shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:		
County of Alpine	County of El Dorado		
Health and Human Services Department	Health & Human Services Agency		
75 A Diamond Valley Road	Attn: Finance Unit		
Markleeville, CA 96120	3057 Briw Road, Suite B		
Attn: Nichole Williamson, Director	Placerville, CA 95667		

C. Not-to-Exceed:

- 1. Compensation for services provided under this MOU shall not exceed \$50,000 for Fiscal Year 2013 2014.
- 2. For every Fiscal Year thereafter, compensation for services provided under this MOU shall not exceed the amount in any agreement between the California Department of

Public Health and Alpine which provides the funding for Alpine's Hospital Preparedness Program.

ARTICLE VI

Audit by California State Auditor: El Dorado acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. El Dorado shall provide Federal, State, or Alpine authorities with access to any books, documents, papers, and records of El Dorado, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, El Dorado shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

2) Article XIX – El Dorado Standard Language shall be added as follows:

ARTICLE XIX

El Dorado Standard Language: Changes and/or updates to El Dorado standardized language may occur from time to time. By July 15 of each Fiscal Year, El Dorado shall notify Alpine of such changes and/or updates, if any, pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties."

3) Article XIX – Entire Agreement shall be renumbered as follows:

ARTICLE XX

Entire Agreement: 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.

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Except as herein amended, all other parts and sections of that MOU #268-F1411 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

Ву:_	Kristine Oase Guth, Program Manage Health and Human Services Agency		Dated:	1/9/15			
REQUESTING DEPARTMENT HEAD CONCURRENCE:							
Ву:_	Don Ashton, M.P.A., Director Health and Human Services Agency		Dated: _	1/9/2015			
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that MOU #268-F1411 on the dates indicated below.

-- COUNTY OF EL DORADO--

ATTEST:	By: Brian Veerkamp, Chair Board of Supervisors "El Dorado"				
James S. Mitrisin Clerk of the Board of Supervisors By: Deputy Clerk	Dated: 2-24-15				
COUNTY OF ALPINE					
	Dated: 1/26/15 By: Atherine Rakow, Chair Board of Supervisors "Alpine"				
ATTEST: By: Teola L. Tremayne, County Clerk and Clerk to the Board of Supervisors By: Stephanie Fong, Asst. County Clerk	Dated: 01/20/20/5				
By: David Prentice County Counsel					