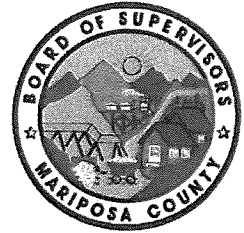


MARIPOSA COUNTY

Health and Human Services · (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-389

MEETING: July 6, 2021
TO: The Board of Supervisors
FROM: Shannon Gadd, Health and Human Services Agency Director
RE: Memorandum of Understanding with County of Madera - Temporary Health Officer

RECOMMENDATION AND JUSTIFICATION:

Approve Memorandum of Understanding with the County of Madera to provide reciprocal coverage of Health Officer duties when the other Health Officer is temporarily unavailable; and Authorize the Board of Supervisors Chair to sign the Memorandum of Understanding.

The Health Officer of either of the Counties may be requested by the other County's Board of Supervisor, County Administrative Officer, or other authorized person to carry out functions of the Requesting County's Health Officer when the Requesting County's Health officer is temporarily unavailable. Under the terms of the Memorandum of Understanding (MOU), the Providing County will only receive reimbursement or payment of costs for coverage services that exceed five (5) workdays per thirty-day period.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors does not have a prior history with the County of Madera for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Non-approval of the MOU may pose a dangerous risk in maintaining the continuity of essential services and expertise for both counties.

FINANCIAL IMPACT:

This agreement will be cost neutral over the long term. Over the short term, it is possible that the agreement will provide offsetting revenue for our Health Officer's hours because the Health Officer position in the County of Mariposa is filled. There is no impact to the General Fund.

ATTACHMENTS:

MOU - Madera County Health Officer (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Tom Sweeney, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Rosemarie Smallcombe

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF MADERA AND THE COUNTY OF MARIPOSA
FOR TEMPORARY HEALTH OFFICER COVERAGE**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 8th day of July, 2021, by and between the County of Madera ("Madera") and the County of Mariposa ("Mariposa").

- A. California counties are required to employ a licensed physician as the County Health Officer pursuant to Health and Safety Code section 101000, who is appointed by the Board of Supervisors;
- B. County Health Officers are appointed to carry out duties as prescribed in Health and Safety Code section 120100 et seq. and other applicable statutes;
- C. Each County Health Officer from time to time is temporarily absent from his/her County or otherwise unavailable to carry out his/her duties as required by law;
- D. Madera and Mariposa (the "Counties") desire to provide temporary Health Officer coverage for a county when its Health Officer is temporarily unavailable.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. PURPOSE

The purpose of this MOU is to ensure both Madera and Mariposa have continuous Health Officer coverage by allowing each County's Health Officer to provide temporary Health Officer services for the other County when a County's Health Officer is temporarily unavailable.

2. TERM

This MOU shall become effective as of the date first written above and continue until revised or revoked by the signatory parties.

3. COUNTIES RESPONSIBILITIES AND SERVICES

- A. Through this MOU, the Health Officer of either of the Counties may be requested by the other County's Board of Supervisors, Health Officer, County Administrative Officer, or other authorized person ("Requesting County") to carry out the functions of the Requesting County's Health Officer when the Requesting County's Health Officer is temporarily unavailable ("Coverage"). The Health Officer of the County providing Coverage is the "Covering Health Officer," and the County providing the Coverage is the "Providing County." The Covering Health Officer shall have all of

the powers and duties of the Requesting County's Health Officer when providing Coverage for the Requesting County.

- B. "Temporarily Unavailable" means unable to be reached for up to five (5) weeks in any calendar year.
- C. The Providing County shall not be entitled to reimbursement or payment of any costs of the Providing County's providing of Coverage that does not exceed five (5) workdays per a thirty-day period ("short-term Coverage"). Short-term Coverage provided by a Providing County's Health Officer in a Requesting County shall be part of the duties of the Providing County's Health Officer, who shall receive no additional remuneration therefor.
- D. In the event a Providing County provides Coverage that exceeds five (5) workdays per a thirty-day period ("long-term Coverage") the Providing County shall be compensated by the Requesting County for Coverage provided, including the initial five-day period. The Providing County's hourly rates are listed in Exhibit A, "Cost Proposal." The Providing County may invoice the Requesting County monthly. The Requesting County shall pay the Providing County within thirty (30) days of receipt of an approved invoice.
- E. A County or a County Health Officer who is requested by a Requesting County to provide Coverage may refuse to provide Coverage without penalty or liability to said County and/or its Health Officer. A Covering Health Officer may cease providing Coverage to the Requesting County at any time with 24-hour notification without penalty or liability to himself/herself or the Providing County, provided that alternative coverage is provided to the Requesting County for the period previously arranged.

4. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

5. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

6. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of the Counties, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

7. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth in the Government Code and the Health and Safety Code, and any subsequent reporting requirements as directed by the State.

7. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

9. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

10. NO THIRD-PARTY BENEFICIARIES

Madera and Mariposa agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or any attachment or addenda to this MOU.

11. INDEMNIFICATION

The Providing County shall indemnify, defend, and hold harmless the Requesting County from any claims or liability arising or alleged to have arisen from the acts or omissions of the Covering Health Officer within the course and scope of his/her providing Coverage in the Requesting County. The Requesting County shall indemnify, defend, and hold harmless the Providing County and the Covering Health Officer from any claims or liability

arising or alleged to have arisen from the acts and/or omissions of the Requesting County and its officers, employees, and agents.

12. NOTICE

Any and all notices, reports or other communications to be given to Madera or Mariposa shall be given to the persons representing the respective parties at the following addresses:

MADERA COUNTY:

Sara Bosse
Department of Public Health
County of Madera
604 Sunrise Avenue
Madera, CA 93638

MARIPOSA COUNTY:

Rene LaRoche
Clerk of the Board
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

COPY TO:

Clerk of the Board
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

13. PUBLIC RECORDS ACT

Madera and Mariposa are aware that this MOU and any documents exchanged may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of each County to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the receiving County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Madera, State of California.

17. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

18. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

19. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

20. CONTROLLING LAW

The validity, interpretation, and performance of this MOU shall be controlled by and construed under the laws of the State of California.

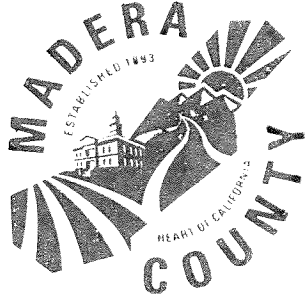
21. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties

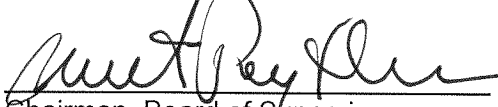
also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

* * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.



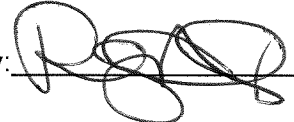
COUNTY OF MADERA


Chairman, Board of Supervisors

ATTEST:

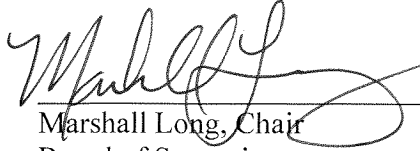

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: 

ACCOUNT NUMBER(S)

COUNTY OF MARIPOSA



Marshall Long, Chair
Board of Supervisors

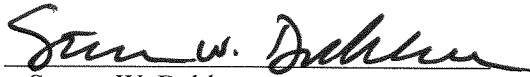


COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:



Rene LaRoche
Clerk of the Board



Steven W. Dahlem
County Counsel

Exhibit A
COST PROPOSAL

The County Health Officer hourly rate is \$150 per hour. Costs of this MOU will also include travel expenses, using the current federal mileage reimbursement per mile rate.