

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF YOLO AND
COUNTY OF SACRAMENTO FOR TEMPORARY HEALTH OFFICER COVERAGE**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is formed and entered into this 1st day of July 2022, by and between the County of Yolo and County of Sacramento, individually referred to as “County” and collectively referred to as “the Counties” or “the Parties,” both political subdivisions of the State of California, on the following terms and conditions:

WHEREAS, each County has appointed a County Health Officer ("Health Officer") pursuant to Government Code Section 24000(s); and

WHEREAS, said Health Officers are appointed to carry out duties presented, inter alia, in the Health and Safety Code Section 120100 *et seq.* and other applicable statutes; and

WHEREAS, each Health Officer from time to time is temporarily absent from their County or otherwise unavailable to carry out their duties as required by law ("Unavailable"); and

WHEREAS, the Counties desire to provide temporary Health Officer Coverage for a County when a Health Officer is temporarily unavailable.

NOW, THEREFORE, it is agreed by and between the Counties as follows:

1. 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 unavailable ("Coverage"). The Health Officer of the County providing the Coverage is the "Covering Health Officer," the County providing the Coverage is the "Providing County," and the County requesting the Coverage is the "Requesting County". The Covering Health Officer shall have all the powers and duties of the Requesting County's Health Officer when providing Coverage for the Requesting County.
2. The consideration of any Covering County's Health Officer in providing Coverage for a Requesting County pursuant to this MOU is the mutual covenants expressed herein. The Covering County shall not be entitled to reimbursement, benefits, or payment of any costs related to the Covering County's providing the Coverage. The Coverage provided by a Covering County's Health Officer in a Requesting County shall be part of the duties of the Requesting County's Health Officer who shall receive no additional remuneration, therefore.
3. A. It is understood and agreed that Covering Health Officer (including Covering Health Officer's employees) is an independent contractor, and that no relationship of employer-employee exists between the parties hereto. Covering Health Officer's assigned personnel shall not be entitled to any benefits payable to employees of Requesting County. Requesting County is not required to make any deductions or withholdings from the compensation payable to Covering Health Officer under the provisions of this MOU, and as an Independent contractor. Covering Health Officer hereby indemnifies and holds Requesting County harmless from any and all claims that may be made against Requesting County based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU.

- B. It is further understood and agreed by the Parties hereto that Covering Health Officer in the performance of its obligation hereunder is subject to the control or direction of Requesting County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Covering Health Officer for accomplishing the results.
- C. If, in the performance of this MOU, any third persons are employed by Covering Health Officer, such person shall be entirely and exclusively under the direction, supervision, and control of Covering Health Officer. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Covering Health Officer, and Requesting County shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of Requesting County, neither Covering Health Officer nor Covering Health Officer's assigned personnel shall have any entitlement as a Requesting County employee, right to act on behalf of Requesting County in any capacity whatsoever as agent, nor to bind Requesting County to any obligation whatsoever except as expressly provided in this MOU. Covering Health Officer shall not be covered by workers' compensation; nor shall Covering Health Officer be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by Requesting County to employees of Requesting County.
- E. It is further understood and agreed that Covering Health Officer must issue W-2 and 941 Forms for income and employment tax purposes, for all of Covering Health Officer's assigned personnel under the terms and conditions of this MOU.
4. A. Requesting County shall defend, indemnify and hold harmless Providing County, its Board of Supervisors, officers, directors, agents, employees, volunteers and subcontractors, from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of Providing County, its officers, directors, agents, employees, volunteers or subcontractors.
- B. Providing County shall defend, indemnify, and hold harmless Requesting County, its officers, directors, agents, employees, volunteers and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of Requesting County, its Board of Supervisors, officers, directors, agents, employees, volunteers or subcontractors.
- C. It is the intention of Requesting County and Providing County that these provisions are to be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective Boards, officers, directors, agents, employees, volunteers, or subcontractors. It is also the intention of Requesting County and Providing County that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to

the fault of that party, its officers, directors, agents, employees, volunteers, or subcontractors.

- 5. Each County, at its sole cost and expense, shall carry insurance - or self-insure - its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance in the amount of five (5) million dollars, for general liability, workers compensation, property, professional liability, and business automobile liability. Each County agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this MOU is a material breach of contract and is grounds for termination of the MOU.
- 6. 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 a Requesting County at any time without penalty or liability. The Providing County will use best efforts to communicate the cessation of Coverage to the Requesting County to ensure a reasonable transition.
- 7. Either County hereto may terminate this MOU in whole or in part upon thirty (30) calendar days' written notice without cause ("Notice of Termination"). Upon receipt of a Notice of Termination, both Counties shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- 8. A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of Counties at their respective addresses as follows:

COUNTY OF SACRAMENTO

Health Services
7001-A East Parkway, Suite 1000C
Sacramento, CA 95823
Attn: Director

COUNTY OF YOLO

Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Attn: Nolan Sullivan, Interim, Director

B. In lieu of written notice to the above addresses, either County may provide notices through the use of email provided the following email addresses are used:

COUNTY OF SACRAMENTO: DamianoSa@SacCounty.net

COUNTY OF YOLO:

Contract Unit HHSAContracts@YoloCounty.org

Contract Administrator Aimee.Sisson@yolocounty.org

- C. Either County may change the address or email address to which such communications are to be given by providing the other County with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.
- 9. Either County may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties shall be incorporated by written instrument, and effective when executed and signed by the Parties.
- 10. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue to full force and effect, and either County may renegotiate the terms affected by the severance.
- 11. This MOU constitutes the entire contract between both Counties regarding the subject matter of this MOU. Any prior agreements, whether oral or written, between the Counties regarding the subject matter of this MOU are hereby terminated effective immediately upon full execution of this MOU
- 12. This MOU shall become effective from July 1, 2022 through June 30, 2025.

Upon mutual agreement, this MOU may be extended for two (2) additional twelve (12) month periods on the same terms and conditions as set forth in this MOU upon written notice to the County of Sacramento by the County of Yolo.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date first written above by affixing their signatures hereafter.

COUNTY OF SACRAMENTO:

COUNTY OF YOLO:

By: _____
Sandy Damiano, Interim Director
Department of Health Services

By: _____
Nolan Sullivan, Director
Health and Human Services Agency

Date: _____

Date: _____

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy