

MEMORANDUM OF UNDERSTANDING 402-M1510
between
County of El Dorado Health and Human Services Agency
and
Access El Dorado

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the Access El Dorado collaborative (hereinafter referred to as “ACCEL”), and the County of El Dorado Health and Human Services Agency (hereinafter referred to as “HHSA”).

RECITALS

WHEREAS, in the late 1990’s representatives from Marshall Medical Center, Barton Healthcare System, the County Public Health Department, and other members in the medical community of the County of El Dorado identified a need for a collaborative, unified approach to accessibility of health services in the County; and

WHEREAS, the Public Health Division of the Health and Human Services Agency (previously known as the Public Health Department) of El Dorado County collaborated with Marshall Medical Center in seeking and receiving award of a U.S. Department of Health and Human Services, Agency for Healthcare Research and Quality (AHRQ) grant titled “El Dorado County Safety Net Technology Project/ACCESS El Dorado;” and

WHEREAS, following the original AHRQ grant, ACCEL sought and received further in-kind and grant funding from Blue Shield Foundation, California Healthcare Foundation, and First 5 El Dorado Children and Families Commission, and

WHEREAS, on June 4, 2007 an executive Steering Committee was formed to provide oversight to ACCEL. ACCEL is a county-wide collaborative, including representatives from the prominent health organizations in the county, whose purpose is to make El Dorado County a healthier community by uniting, maximizing, connecting, and focusing health resources, and receives funding from multiple sources, including but not limited to partnering agencies, grants, foundations and national agencies, and projects; and

WHEREAS, ACCEL initiatives include (1) the development and implementation of a patient care coordination program called Care Pathways, (2) advancement of electronic solutions for transparent patient program linkages across health services agencies and providers, including the establishment of a network for the electronic exchange of health information among participating health services agencies and providers, (3) improving and expanding the capacity of primary care safety net providers, and (4) increasing access and coordination with specialty care providers and services (Programs); and

WHEREAS, it is the intent of the parties hereto that such activities be in conformity with all applicable Federal, State and local laws; and

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

ARTICLE I

A) ACCEL Steering Committee

- 1) Composition: The Steering Committee includes representation from the following organizations:
 - a. El Dorado County Health and Human Services Agency
 - b. Barton Healthcare System
 - c. Marshall Medical Center
 - d. El Dorado County Community Health Center
 - e. Shingle Springs Health and Wellness Program
 - f. Two (2) Physician Champions – Western Slope and South Lake Tahoe

The Steering Committee may decide to add members representing other community agencies at any time in the future.

- 2) Responsibilities: The responsibilities of the Steering Committee are to:
 - a. Make critical business decisions necessary for the success of all ACCEL programs and initiatives (examples: decide to approve Common Consent and Authorization Form recommended by workgroup; determine long term finance mechanisms for ACCEL projects)
 - b. Provide strategic guidance in the evolution of all programs (example: make go / no-go decisions at project phases/critical paths for Care Pathways)
 - c. Provide oversight to the working committees (example: provide direction regarding inter-agency decisions; ensure resources are used effectively to support the Steering Committee)
 - d. Establish policies necessary for continued operation and development of programs

The Steering Committee uses a county-wide perspective in shaping the ACCEL programs. It flags development issues to the work groups for resolution or recommendations. Additionally, the Steering Committee serves as a conduit for input from and output to the broader community organizations not represented on the committee. Members are vocal advocates for the ACCEL Project and obtain input from key constituents within their organization prior to meetings. They communicate the goals and progress of the project to their organization and community stakeholders.

B) Long-Term Goals of ACCEL

The 2015-2018 goals are to:

- 1) Improve the quality of health care and administrative efficiency in El Dorado County by:
 - a. Continuing to improve access to health care services through ongoing Program nurturance and the development of enabling technology
 - b. Facilitating the formation and integration of systems and inter-agency processes for improved patient care

- c. Establishing standardized processes with measurable outcomes (Care Pathways) to coordinate care at critical entry junctures
- d. Building community trust and program linkages
- 2) Enhance health access and outcomes through the monitoring of aggregate data
- 3) Overcome barriers to care, as well as factors impeding integrated care

C) Short-Term Objectives

In alignment with those aforementioned long-term goals, the ACCEL Steering Committee has identified the following objectives and activities for ACCEL in 2015-2016:

- 1) Coordinate care for substance use disorder, pain management and mental health through the use of telehealth and other health information technology applications.
- 2) Continue to convene and manage ACCEL's core standing workgroups, specifically the quarterly Steering Committee, and monthly Provider Capacity workgroups. Bi-annual Quality Assurance workgroups will be placed on hold until the program has active grant funding.
- 3) Allocate resources to explore business development opportunities, both grant and non-grant sources to help sustain and pursue collaborative activities. Due to limited program resources, ACCEL's Steering Committee will be selective in which funding opportunities to pursue and apply for those that demonstrate a direct correlation to the aforementioned long-term goals for years 2015 through 2018, and that appear to have the greatest likelihood for success.

ARTICLE II

County Responsibilities: The Health and Human Services Agency agrees to provide in-kind services in support of the ACCEL initiatives, including long and short-term objectives, not to exceed sixteen (16) hours a month, as follows:

- A) Use of County meeting rooms, as available.
- B) Coordination and preparation of ACCEL meetings (e.g. meeting announcements, meeting handouts, agenda and sign in sheets).
- C) Input and guidance on grant writing activities, dependent upon availability of staffing.
- D) Preparation and distribution of meeting minutes.

ARTICLE III

Term: This Agreement shall become effective upon final execution by all parties hereto and shall remain in effect until terminated by one of the parties hereto pursuant to the provisions under the Articles titled "Fiscal Considerations" and "General Provisions" herein.

ARTICLE IV

Reporting: The Steering Committee shall be responsible for providing the following to the members:

- A) Meeting Minutes:
 - 1) The Steering Committee delegates minute preparation following every meeting. The Minutes record the decisions made, voting record and action items for future meetings. Meeting Minutes shall also include an overview of the ACCEL financials, itemizing revenue and expenditures by Program, as well as a quarterly Balance Sheet.

- 2) The written minutes are submitted to the Steering Committee for approval at the subsequent meeting, and copies of the approved minutes shall be submitted to each Member via email within one week of approval.
- B) Process Evaluation:
- 1) The Steering Committee shall ensure analysis of the Program(s) and cumulative data analysis, the results of which shall be provided on a quarterly basis to the ACCEL members.
 - 2) The Steering Committee shall ensure outcomes reporting is provided on a quarterly basis to the ACCEL members, to include evaluation of the Care Pathways utilization, efficacy of the processes, and identification of ongoing process improvement. Corrective Action Plans shall be developed to correct any needed process improvement and shall be submitted to the ACCEL members along with outcomes reporting.

ARTICLE V

Fiscal Considerations: None of the parties hereto shall reimburse another party for activities performed under this Agreement.

HHSA's performance of this MOU is contingent upon receipt of funding from a variety of sources. In the event funds are reduced or eliminated and in-kind services can no longer be provided, the parties agree that this MOU may become null and void and have no further force or effect upon fourteen (14) days notice to ACCEL. HHSA will notify ACCEL within ten (10) working days if funding is reduced or terminated, and advise ACCEL whether the MOU is to be modified or terminated.

ARTICLE VI

General Provisions:

- A) This MOU may be amended by written mutual consent of all parties.
- B) Any party may terminate this MOU upon fourteen (14) days written notice to the ACCEL Steering Committee, or sooner pursuant to the Article titled Fiscal Considerations.
- C) The parties hereto agree that participation by HHSA in this MOU is contingent on the timely receipt and accurate reporting of Meeting Minutes, Financial statements, and Outcomes Reporting.
- D) This MOU is not enforceable until signed by authorized representatives of both parties.

ARTICLE VII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the intra-County mail system. Notices to HHSA shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

Notices to ACCEL shall be addressed as follows:

MARSHALL MEDICAL CENTER
1100 MARSHALL WAY
PLACERVILLE, CA 95667
ATTN: ACCESS EL DORADO

or to such other location as ACCEL directs.

ARTICLE VIII

Change of Address: In the event of a change in address for ACCEL's principal place of business, ACCEL's Agent for Service of Process, or Notices to ACCEL, ACCEL shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

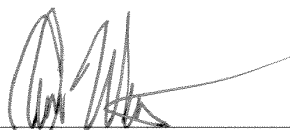
ARTICLE IX

Administrator: The Health and Human Services Agency County Officer or employee with responsibility for administering this Agreement is Chris Weston, Manager El Dorado County Public Health Division, or successor.

ARTICLE X

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 4/5/15
Chris Weston, MPH, Manager Health and Human Services Agency
Public Health Division

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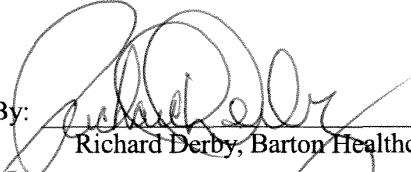
IN WITNESS WHEREOF, the parties hereto have executed this MOU 402-M1510 on the dates indicated below.


-- COUNTY OF EL DORADO --

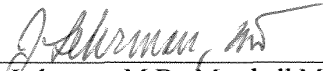
By: _____ Dated: _____
Don Ashton, M.P.A., Director, Health and Human Services Agency

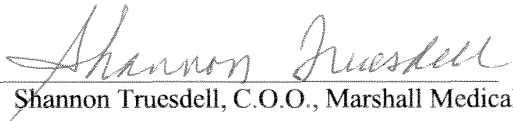
-- ACCESS EL DORADO 2014 STEERING COMMITTEE MEMBERS --

By:  _____ Dated: 8/19/15
Nichole De La Plante, M.D., Barton Healthcare System


By:  _____ Dated: 9/14/15
Richard Derby, Barton Healthcare System

By:  _____ Dated: 11.6.15
Alexis Zoss, Chief Assistant Director Health and Human Services Agency

By:  _____ Dated: 8/19/15
Jon Lehrman, M.D., Marshall Medical Center/ ACCEL

By:  _____ Dated: 8/19/15
Shannon Truesdell, C.O.O., Marshall Medical Center

By:  _____ Dated: 8/19/15
Terri Stratton, El Dorado County Community Health Center

By:  _____ Dated: 10-23-15
Nicholas Fonseca, Tribal Chairman
Shingle Springs Health and Wellness Center