

**MEMORANDUM OF UNDERSTANDING BETWEEN
JEFFERSON HEALTHCARE (JH)
EAST JEFFERSON FIRE & RESCUE (EJFR)
DISCOVERY BEHAVIORAL HEALTH (DBH)**

AND

Jefferson County Public Health (JCPH)

This is a Memorandum of Understanding executed between Jefferson County Public Health, Jefferson Healthcare, East Jefferson Fire and Rescue and Discovery Behavioral Health.

WHEREAS, this Memorandum of Understanding (“MOU”) is made and entered into between Jefferson Healthcare (“JH”), East Jefferson Fire & Rescue, Discovery Behavioral Health and Jefferson County Public Health Department., (“JCPH”), 615 Sheridan Street, Port Townsend, Washington 98368; AND

WHEREAS, EJFR is Fire District and JH is a Public Hospital District and Discovery Behavioral Health is a Community Mental Health Provider all existing under the laws of the State of Washington and JCPH is a Public Health Department formed under Washington and United States laws.

NOW THEREFORE, the parties have agreed to execute this MOU in furtherance of implementing the Rural Health Network Development Planning Program (“RHNDPP”), project providing Planning for Rural Health Network Development in anticipation of Value Based Care systems to include an updated Community Health Assessment, development of structure to expand paramedicine to assist in bridging gaps within healthcare in Jefferson County and to also strategically plan on how to leverage capabilities as a Rural Health Network and work in collaboration with all partners to lower cost and add value to all health services within Jefferson County, WA.

I. Background:

- A. JCPH is a local government organization located in Jefferson County, Washington whose mission includes helping eradicate risk factors, generate positive change and opportunity for future generations of Jefferson County youth. JCPH has history in organizing and running teen prevention and youth development initiatives. JCPH has delivered several alcohol, tobacco, and other drug (ATOD) and teen sexual health programs to local youth in the Jefferson County area including developing and maintaining a youth ATOD prevention coalition in the Chimacum School District. JCPH, with support from JH, operates school-based health centers in the two largest Jefferson County School Districts and is exploring establishing a third in another school district. The school based health centers provide primary health care services and confidential teen reproductive health services. JCPH also funds mental health counselors in the schools who partner with the school based health center providers to ensure access to screening and counseling services to Jefferson County youth.
- B. The purpose and mission of JCPH’s partners, (JH, EJFR, and DBH), is to participate in the RHNDPP and to collaborate on the specific responsibilities identified in section II.A. listed below.

C. The purpose of the RHNDPP project is a planning effort with the following objectives:
Focus Area: Mental Health /Substance Abuse

Aim #1: Achieve efficiencies:

- *Conducting a community health and/or provider needs assessments at the regional and/or local level:
 - Develop and implement a needs assessment in the community;
 - Identify the most critical need of network partners to ensure their viability;
 - Identify additional collaborating network partners in the community/region;
 - Identify and develop a plan to address workforce issues; or
 - Identify financial resources or gaps available to support services.
- Identifying a plan for developing regional systems of care to better meet rural patient concerns.
- *Collaborating to develop an implementation plan for addressing community needs identified by the community health needs assessment.

Aim #2: Expand access to, coordinate, and improve the quality of essential health care services:

- Developing a network business and/or operations plan, which may include:
- A formal memorandum of agreement or understanding (MOA/MOU);
- A shared mission statement;
- A network/governance board or decision making structure;
- The roles and responsibilities of the network partners; or
- Identifying the degree to which the network members are ready to integrate their functions and share clinical and/or administrative resources as may be determined appropriate.
- Assessing appropriateness/readiness for Patient Centered Medical Home accreditation.
- Identifying strategies to communicate with the community about changes in the health care landscape and how to maintain access to viable health care services.
- Developing a plan to expand the role of emergency medical services within the community.

Aim #3: Strengthen the rural health care system as a whole

- Identifying ways to encourage cross-organizational collaboration and leadership commitment.
- Assessing the network's sustainability and viability.
- Identifying opportunities for the network to better address regional and/or local population health needs.
- Identifying and establishing ways to obtain regional and/or local community support/buy-in around the development of the network.

II. Concept:

This MOU will form a cooperative partnership between JH, EJFR, DBH and JCPH in the execution of the RHNDPP project. The MOU serves to: work in Consortium for the purposes and designated responsibilities identified within the RHNDPP Solicitation and Grant Application submission as identified within this MOU.

III. Responsibilities:

A. JH, EJFR, and DBH will:

1. Provide a designated representative to be seated on the RHNDPP meetings and scheduled events to provide oversight and insight on all components of the project.
2. Provide guidance and approval of procedures as developed.
3. Attend planning meetings, as needed.
4. Will complete an internal needs assessment.
5. Will assist in strategic measures as identified by the RHNDPP solicitation.
6. Will provide locations for facilitation if space is available
7. Will take part in Rural Health Network Development Planning.
8. Communicate with JCPH staff on dates of operation, and provide comments, insights, impressions and understanding regarding the delivery of the program to allow for improvement if needed.
9. Agree to hold harmless and indemnify JCPH and Jefferson County against any and all losses, costs, damages, claims, expenses or other liability whatsoever, rising out of or connected with JH's, EJFR's, and DBH's work or services under this agreement including, but limited to any accident or injury to person or property.

B. JCPH will:

1. Implement and oversee all RHNDPP project components.
2. Will be the Applicant of Record and meet all Fiscal obligations and Federal Financial Reporting as deemed necessary by U.S. Department of Health and Human Services Health Resources and Services Administration (HRSA).
3. Will consult to complete a Community Health Assessment.
4. Will complete an internal needs assessment of JCPH.
5. Receive comments, insights, impressions and understandings communicated by the parties to this MOU for the purposes of improving program delivery where needed.
6. Collaborate with parties to this MOU to reach outcomes of RHNDPP project delivery.
7. Agrees to hold harmless and indemnify against any and all losses, costs, damages, claims, expenses or other liability whatsoever, rising out of or connected with JCPH's work or services

under this agreement including, but not limited to any accident or injury to person or property.

8. Provide a designated representative to be seated on the RHNDPP meetings and scheduled events to provide oversight and insight on all components of the project.

C. All Parties to this MOU shall:

1. Ensure all activities are conducted in compliance with all applicable State, Federal and Local Laws, rules and regulations.

2. Each party will be responsible for their respective expenses. There will be no reimbursement for any costs incurred in the delivery of the RHNDPP project.

IV. Limitations: Provision of services is based on availability of funds.

V. Contacts: All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission followed by surface mail. Notices shall be effective and shall be deemed delivered when dispatched. All notices, demands, requests or other communications to or upon any party provided for in this Agreement or given or made in connection with this Agreement, shall be in writing and shall be addressed as follows:

The parties have designated the following contacts regarding this Agreement:

For JCPH:

Vicki Kirkpatrick, Director, Jefferson County Public Health
615 Sheridan Street
Port Townsend, WA 98368
(360)385-9409
(360)385-9401 TELEFAX
vkirkpatric@co.jefferson.wa.us

For EJFR:

Jim Walkowski, Fire Chief
East Jefferson Fire and Rescue
24 Seton Road
Port Townsend, WA. 98368
(360) 381-0292 (Cell)
(360) 385-2626 (Office)

For JH:

Jenn Wharton, Chief Ambulatory & Medical Group Officer
Jefferson Healthcare

For DBH:

Lisa Holt, Interim Chief Executive Officer
Discovery Behavioral Health

- VI. Disputes:** All parties agree to participate promptly and in good faith in non-binding mediation or other mutually acceptable alternative dispute resolution means in the event of a dispute arising under this agreement.
- VII. Termination:** Any party may terminate this Agreement at any time, with or without cause, in writing. The written notice shall be at least 30 days to the other Parties.
- VIII. Assignments:** No party shall assign this Agreement nor any of its rights hereunder to any other person or entity without the prior, express written consent from the other parties. The rights and obligations under this Agreement will inure to the benefit of and be binding on authorized successors and assigns of each party.
- IX. Severability:** Nothing contained in this Agreement shall be construed as requiring of any party any acts contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future applicable statute, law, ordinance, or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but, in such event the provision of this agreement thus affected shall be curtailed and limited only the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, or clause of this agreement shall not fall on account thereof, the balance of this agreement shall continue in full force and effect. If any court of competent jurisdiction deems any provision hereof unreasonable, such court may declare reasonable modification hereof, and this agreement shall be valid and enforceable, and the parties hereto agree to be bound by and perform the same, as thus modified.
- X. Complete Agreement:** This agreement contains all of the terms and conditions agreed upon by both parties here to with reference to the subject matter hereto. No other agreements, oral or otherwise, shall be deemed to exist or to bind either of the parties hereto, and all prior agreements and understandings are superseded hereby.
- XII. Amendments:** This agreement cannot be modified or changed except by written instrument signed by all parties hereto.
- XII. Term of Agreement:** This Agreement shall take effect upon receipt of signatures of the parties and will continue in force until is amended or terminated in writing by mutual agreement. This Agreement may only be extended in writing and signed by all parties.

IN WITNESS THEREOF, the parties have executed this agreement as follows:

For Jefferson Healthcare,

Jenn Wharton, Chief Ambulatory & Medical Group Officer

Date

For Jefferson County Public Health,

Vicki Kirkpatrick, Director Jefferson County Public Health

Date

For East Jefferson Fire and Rescue,

Jim Walkowski, Fire Chief

Date

For Discovery Behavioral Health,

Lisa Holt, Interim Chief Executive Officer

Date