

**MEMORANDUM OF UNDERSTANDING FOR THE CREATION, STAFFING, AND
FACILITATION OF A HEALTH CARE REFORM IMPLEMENTATION
STAKEHOLDERS WORKING GROUP**

THIS AGREEMENT is made and entered into as of January 1, 2012, by and between the County of Santa Clara ("County"), Working Partnerships USA ("WPUSA" or "Contractor"), and Service Employees International Union Local 521 ("SEIU" or "Contractor").

RECITALS:

WHEREAS, on August 23, 2011, the County Board of Supervisors Health and Hospital Committee ("HHC") indicated its intent to convene a stakeholder working group for approximately 15-18 months' duration for the purpose of obtaining community involvement in health care reform implementation as it relates to the County of Santa Clara; and

WHEREAS, on August 23, 2011, HHC indicated that the working group will act in an advisory capacity to the Board of Supervisors through HHC; and

WHEREAS, the County and SEIU desire to contract with WPUSA to convene, lead, facilitate and provide administrative support to the working group, which will be known as the Health Care Reform Implementation Stakeholders Working Group ("Working Group").

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY'S OBLIGATIONS:

- A. County will provide staff time and Clerk of the Board administrative support for the Working Group, including agenda preparation, meeting notice, and meeting minutes.
- B. County will provide meeting space for the Working Group at the County Government Center, 70 West Hedding Street, San Jose, California 95110, or such other location as County determines.
- C. County will assist in the identification of issues to be brought to the Working Group for consideration.
- D. County will jointly determine membership in the Working Group with WPUSA and SEIU.
- E. County will provide payment for the services of WPUSA as indicated on the Compensation and Payment Schedule, Section 6.

2. WPUSA'S OBLIGATIONS:

- A. WPUSA will provide staff as indicated in Exhibit A, to convene, lead, facilitate and provide administrative support to the Working Group in accordance with the requirements stated below.
- B. WPUSA will provide monthly written status reports to HHC, beginning with the January, 2012 HHC meeting. These reports will address in detail the activities of the Working Group including, but not limited to, topics and issues discussed, problems and challenges identified, recommendations, and evaluation of all issues in which disagreement exists among the group, including a description of the varying positions.
- C. WPUSA will provide consulting and research services including, but not limited to, the following tasks and activities for purposes of assisting the projects of the Working Group:
 - a) Identifying issues of importance to the effective implementation of health reform and/or of concern to stakeholder organizations/agencies that participate with the County in the implementation of health reform.

- b) Performing research on best practices to achieve health reform being employed in other jurisdictions and institutions with emphasis on the elements of the County Strategic Plan and Action Plan.
- c) Communicating with stakeholders regarding meeting agendas, meeting notes, and progress reports on issue development.
- d) Evaluating or assisting in the evaluation of ideas and suggestions made by stakeholders.
- e) Facilitating Working Group meetings.
- f) Reviewing elements of proposed County budgets to evaluate the impact on health reform.
- g) Performing research to explore and evaluate strategies to provide increased revenues to the County safety net health care delivery system.
- h) Other tasks as deemed necessary by the parties.

The Working Group

The Working Group is subject to the requirements of the Ralph M. Brown Act, California Government Code section 54950, et seq. The Working Group will provide input and feedback and make recommendations to HHC regarding health reform and other policy issues for the purpose of building, sustaining, and improving the public sector health care delivery system in the County, including Santa Clara Valley Medical Center and its associated clinics and partner agencies. The Working Group will meet on a bi-monthly basis and will perform detailed reviews of health care reform issues. The Working Group will also seek community input from stakeholders and members of the public at town hall forums at least quarterly. All meetings of the Working Group will be held at the County Government Center, 70 West Hedding Street, San Jose, California, or as otherwise determined by County.

The Working Group will analyze and discuss issues based on the parties' needs and changing circumstances, and as directed by the County. Initial issues that have been identified by the parties to receive early attention by the Working Group include, but are not limited to:

- 1. Primary and Specialty Care access challenges.
- 2. Status of and obstacles to MediCal Expansion Project and DSRIP Plan.
- 3. Other issues as identified.

Future issues that may be addressed by the Working Group include, but are not limited to:

- 1. Changes to health care workforce.
- 2. Integration of public health and primary care.
- 3. Revenue strategies: competing in the Health Exchange.
- 4. Other issues as identified.

Membership on the Working Group will be determined jointly by the County Executive, one SEIU representative and one WPUSA representative. The parties may change the membership or add or remove members as deemed necessary upon mutual agreement of the parties. The parties will make every effort to attain an initial membership of the Working Group as follows:

- WPUSA (2 Representatives)
- County Management (2 Representatives)
- SEIU 521 (2 Representatives)
- Hospital Council Representative
- Health and Hospital System Patient/Client
- Special Needs/Chronic Care Patient
- County Employed or Contracted Physician
- CEMA representative

sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

G. COUNTY NO-SMOKING POLICY

WPUSA and SEIU and their employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

H. BEVERAGE NUTRITIONAL CRITERIA

WPUSA and SEIU shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

I. CONFLICT OF INTEREST

- a) Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.
- b) In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.
- c) Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- d) If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in

that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Further, Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service.

- e) If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

J. COUNTY BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount

Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

Notices. Notices required under this Agreement shall be delivered personally or by e-mail and first-class, postage pre-paid mail as indicated below:

To the County:

Jeffrey V. Smith, County Executive
Office of the County Executive
70 West Hedding Street, 11th Floor
San Jose, CA 95110
Jeffrey.smith@ceo.sccgov.org

To WPUSA:

Bob Brownstein, Policy Director
2102 Almaden Road, Ste. 107
San Jose, CA 95125

RNPA representative
Primary Care Clinic Representative - VMC or Other
Non-Profit Mental Health Agency representative
Non-Profit Agency with health care interest representative
Santa Clara Family Health Plan representative
SCVMC Emergency Room Representative

3. **SEIU'S OBLIGATIONS:**

- A. SEIU will assist in the identification of issues to be brought to the Working Group for consideration.
- B. SEIU will jointly determine membership in the Working Group with County and SEIU.
- C. SEIU will provide payment for the services of WPUSA as indicated on the Compensation and Payment Schedule, Section 6.

4. **TERM OF THE AGREEMENT**

This Agreement shall become effective as of January 1, 2012 and shall remain in effect until December 31, 2012 unless otherwise terminated pursuant to this agreement. The parties shall provide a contract status report to the Board of Supervisors Health and Hospital Committee no later than September 30, 2012. Subject to approval by the Board of Supervisors, this agreement may be extended an additional six months to June 30, 2013 upon written amendment signed by all parties.

5. **TERMINATION**

The County may, by written notice to WPUSA and SEIU, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, WPUSA and SEIU shall deliver to County all documents prepared pursuant to this agreement, whether complete or incomplete. WPUSA and SEIU may retain copies for their records. Upon receipt of the documents, County will compensate WPUSA based on the completion of the services provided as solely and reasonably determined by County.

6. **COMPENSATION AND PAYMENT SCHEDULE**

WPUSA will provide the staff and operate within the budget indicated on the attached Exhibit A to perform the services outlined in this agreement. Staff may be substituted upon written approval by all parties.

County's Maximum Financial Obligation is \$171,374.00 which, when combined with the \$33,333.00 to be paid by SEIU as indicated below, will be paid out to WPUSA as follows: \$193,328 for salary, benefits and administrative overhead, which will be paid in 12 equal monthly installments of \$16,110.67 unless this agreement is terminated pursuant to Section 5. County will pay each monthly installment within 30 days of receipt of an itemized statement from WPUSA indicating the number of hours worked by each WPUSA staff member and a detailed description of the services rendered. County and SEIU will also reimburse WPUSA for expenses consisting of rent, supplies, printing and duplicating, telephone and mileage for local meetings and up to 3 round trips to Sacramento, in an amount not to exceed \$11,379.00. All expenses must be itemized with receipts and submitted monthly. All reimbursements for travel shall comply with the current County Travel Policy.

SEIU's Maximum Financial Obligation is \$33,333, which will be paid to the County no later than January 1, 2012 for monthly disbursement to WPUSA for SEIU's share of payment for services rendered by WPUSA pursuant to this agreement. The County shall disburse the funds received from SEIU directly to WPUSA in 12 equal monthly installments of \$2,777.75 within 30 days of receipt of an itemized statement from WPUSA indicating the number of hours worked by each WPUSA staff member and a detailed description of the services rendered. If this agreement is terminated pursuant to Section 5, or upon expiration of the agreement, any unpaid or unused funds paid by SEIU will be returned by the County to SEIU within 30 days of termination.

7. **SEVERABILITY**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

8. **INSURANCE AND INDEMNIFICATION**

WPUSA and SEIU shall each be bound by and comply with the County's insurance and indemnification requirements attached hereto as Exhibit B-2.

9. **GENERAL PROVISIONS**

A. **ENTIRE AGREEMENT**

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. **GOVERNING LAW, VENUE**

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

C. **ASSIGNMENT**

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

D. **ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

E. **WAIVER**

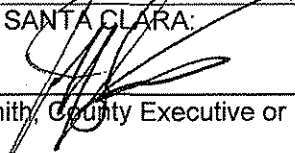
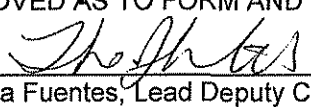


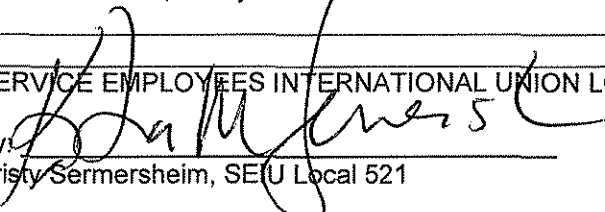
No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

F. **NON-DISCRIMINATION**

WPUSA and SEIU shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. WPUSA and SEIU shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall WPUSA or SEIU discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender,

To SEIU: Albert Carlson
2302 Zanker Road
San Jose, CA 95121

IN WITNESS WHEREOF, the County, WPUSA and SEIU have caused this Agreement to be executed by their duly authorized representative as of the day and year written above.

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| COUNTY OF SANTA CLARA: | |
| By:  Jeffrey V. Smith, County Executive or Designee | Date: <u>1/11/12</u> |
| APPROVED AS TO FORM AND LEGALITY: | |
| By:  Theresa Fuentes, Lead Deputy County Counsel | Date: <u>12/19/11</u> |
| WORKING PARTNERSHIPS USA: | |
| By:  Cindy Chavez, Executive Director | Date: <u>12/19/11</u> |
| WORKING PARTNERSHIPS USA: | |
| By:  Bob Brownstein, Policy Director | Date: <u>12/12/11</u> |
| SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521: | |
| By:  Kristy Sermersheim, SEIU Local 521 | Date: <u>1-5-2012</u> |

Attachments:

Exhibit A: County Health Services Strategic Advancement Budget