

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
THE HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA
FOR THE PROVISION OF
MEDI-CAL ELIGIBILITY TECHNICIAN SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Social Services Agency (SSA), hereinafter referred to as "COUNTY," and Hospital Association of Southern California (HASC). This MOU establishes the procedures for program content and purpose along with specific guidelines for the administration of Medi-Cal related eligibility determination services to be performed at or on behalf of Orange County's designated hospital(s) subcontracting with HASC, hereinafter referred to as "Participating Hospital(s) (PH)."

COUNTY and HASC may be referred to individually as "Party" and collectively as "the Parties." The relationship between COUNTY and HASC, with regard to this MOU, is based upon the following:

1. This MOU is authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Section 14067.5.
2. HASC agrees to have COUNTY Medi-Cal Eligibility Technicians (ETs) assigned to, and located at, PH, for the purpose of providing Medi-Cal related eligibility determination services.
3. COUNTY agrees to provide Medi-Cal ETs under the terms and conditions hereafter set forth.
4. This MOU sets forth the procedures authorized by both the COUNTY's SSA Director and the HASC Executive Director, for their respective employees to follow in providing services.
5. This non-financial MOU is a legally binding agreement based on the promises of the Parties.

TABLE OF CONTENTS

| | | |
|-----------|---|----|
| 1. | TERM..... | 3 |
| 2. | PURPOSE | 3 |
| 3. | GOAL..... | 3 |
| 4. | DEFINITIONS..... | 3 |
| 5. | LICENSES AND STANDARDS..... | 4 |
| 6. | DELEGATION AND ASSIGNMENTS/SUBCONTRACTS | 4 |
| 7. | HASC RESPONSIBILITIES | 5 |
| 8. | COUNTY RESPONSIBILITIES..... | 7 |
| 9. | MUTUAL RESPONSIBILITES | 8 |
| 10. | FACILITIES: | 8 |
| 11. | EQUIPMENT AND OFFICE REQUIREMENTS | 8 |
| 12. | NON-DISCRIMINATION..... | 12 |
| 13. | CONFIDENTIALITY | 15 |
| 14. | PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA | 16 |
| 15. | INDEMNIFICATION..... | 17 |
| 16. | INSURANCE..... | 18 |
| 17. | SECURITY | 22 |
| 18. | NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS..... | 24 |
| 19. | RECORDS | 25 |
| 20. | CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING | 25 |
| 21. | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW | 26 |
| 22. | NOTICES..... | 26 |
| 23. | RESOLUTION OF CONFLICTS | 26 |
| 24. | CONFLICT OF INTEREST | 27 |
| 25. | TERMINATION | 27 |
| 26. | SIGNATURE IN COUNTERPARTS..... | 28 |
| 27. | GENERAL PROVISIONS..... | 29 |
| Exhibit A | | |
| 1. | DONATED SPACE MOU..... | 1 |

1. TERM

The term of this MOU shall commence on February 1, 2021, and end on January 31, 2026, unless earlier terminated pursuant to the provisions of Paragraph 25 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting, and confidentiality.

2. PURPOSE

The purpose of this MOU is to establish guidelines for the administration of Medi-Cal related eligibility determination services to be performed by COUNTY Medi-Cal ETs assigned to PH or COUNTY offices.

3. GOAL

The goal of this MOU is to provide, at PH, on-site eligibility determination for Medi-Cal benefits to ensure Orange County residents receive access to health care benefits.

4. DEFINITIONS

4.1 Applicant: The person applying for Medi-Cal benefits at PH.

4.2 Business days: Monday through Friday from 7:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors (BOARD).

4.3 Eligibility Technician (ET): A COUNTY employee trained to perform eligibility determination functions.

4.4 Medi-Cal Program: Program of medical assistance established by the Medi-Cal Act as contained in Chapter 7, Part 3, Division 9 of the WIC (commencing with Section 14000) including amendments thereto and applicable administrative regulations promulgated under and pursuant to said law, as now in existence or as amended or changed.

4.5 Participating Hospital(s) (PH): All Orange County Hospital Community Business Organizations that collaborate with HASC in Medi-Cal enrollment via MyBenefitsCalWIN.

5. LICENSES AND STANDARDS

- 5.1 HASC warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this MOU.
- 5.2 In the performance of this MOU, HASC shall comply, unless waived in whole or in part by COUNTY, with all applicable provisions of the WIC; Title 22 of the California Code of Regulations (CCR); Title 45 of the Code of Federal Regulations (CFR); Federal Office of Management and Budget Circulars A-21, A-122, and A-87; 48 CFR 31.2; and all applicable laws and regulations of the United States, State of California, COUNTY regulations and all administrative regulations, rules, and policies adopted thereunder as each and all may now exist or be hereafter amended.

6. DELEGATION AND ASSIGNMENTS/SUBCONTRACTS

6.1 Delegation and Assignment:

HASC shall neither delegate its duties or obligations nor assign its rights with respect to this MOU, either in whole or in part, without prior written consent of COUNTY. Any attempted delegation or assignment that does not comply with this Paragraph 6 shall be void.

6.2 Subcontracts:

6.2.1 HASC shall not subcontract for services under this MOU without the prior written consent of COUNTY. If COUNTY consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of HASC to COUNTY. All subcontracts must be in writing and copies of same shall be provided to COUNTY. HASC shall include in each subcontract any provision COUNTY may require.

6.2.2 Any subcontract between HASC and a PH shall not alter, in any way, any legal responsibility of HASC to COUNTY. COUNTY may refuse to assign an ET(s) and/or immediately remove ET(s) previously assigned to

any PH that does not have a subcontract with HASC that complies with the terms of this MOU. ET(s) will not be assigned to a PH until HASC provides a copy of the corresponding subcontract to COUNTY.

6.2.3 HASC shall incorporate into each subcontract with a PH substantially those same provisions contained in this MOU, so as to impose on each PH those obligations incurred by HASC under this MOU that are applicable to the duties and obligations of the PH under the subcontract. Such subcontract provisions shall be subject to approval by COUNTY, which approval shall not be unreasonably withheld. A complete listing of those hospitals with which subcontracts are to be fully executed is set forth in Paragraph 10 of this MOU.

6.2.4 HASC shall include in its subcontract with each PH a provision requiring the PH to enter into a Donated Space MOU with COUNTY for space provided by the PH, and will execute all terms and conditions in the form, format, and terminology as presented by SSA's Facilities and Emergency Management Services Division (FEMSD) for said MOU, attached hereto and incorporated herein by reference: Exhibit "A" relating to Donated Space MOU. The provision shall also require the PH to execute and return said MOU within ten (10) business days of the time it is received by the PH from SSA's FEMSD.

7. HASC RESPONSIBILITIES

- 7.1 Provide copies of contracts between HASC and PH to COUNTY prior to the assignment of ET(s) to the PH.
- 7.2 Instruct each PH to identify patients to refer to ETs for Medi-Cal eligibility determination.
- 7.3 Ensure PH provide messenger service on business days for delivery of application information to and from COUNTY.
- 7.4 Ensure PH provide language translation services when the ET identifies an

- Applicant is non-English proficient, or as required by law.
- 7.5 Instruct PH to provide ninety (90) calendar days' advance written notice to COUNTY prior to moving any out-stationed ET(s) to another location within the PH.
 - 7.6 Provide to PH staff, Operational Program Management for both the outstationed Medi-Cal eligibility technician model and the California Work Opportunity and Responsibility to Kids (CalWORKs) Information Network (CalWIN) Community Based Organization online portal, which includes the following: contract development and management, development and implementation of policies, procedures, and training manuals, productivity studies/operations enhancement, quality assurance, operational infrastructure, training, account registration and troubleshooting, interface maintenance of hospital participating staff list, and providing financial analysis and value of program participation to PH leadership.
 - 7.7 Develop and provide professional presentations and trainings to PH staff, including resource materials and documentation.
 - 7.8 Provide meeting facilitation and management to PH staff including, but not limited to, the development of the meeting agenda and content, meeting documentation, tracking of meeting outcomes, and follow-up planning
 - 7.9 Coordinate annual roundtable meeting with PH.
 - 7.10 Provide technical writing of resource materials, program manuals, user guides, policies, standards, and procedures to PH staff.
 - 7.11 Develop and distribute annual executive reports.
 - 7.12 Produce monthly statistical report of all Medi-Cal activity in a form approved by COUNTY.
 - 7.13 Provide a minimum of thirty (30) calendar days' advance written notice to COUNTY upon decreasing the number of ET service hours.
 - 7.14 Provide a minimum ninety (90) calendar days' advance written notice to COUNTY prior to adding a PH.

- 7.15 Provide a minimum of thirty (30) calendar days' advance written notice to COUNTY if any PH is to be terminated.
8. COUNTY RESPONSIBILITIES.
- 8.1 Assign ET(s) to PH locations based upon COUNTY workload goals, which are subject to modification contingent upon allocation levels, and/or COUNTY need.
- 8.2 Report ET(s) absences to PH within twenty-four (24) hours.
- 8.3 Collaborate with HASC to increase or decrease the number of ET positions assigned to a PH. COUNTY's final determination of the number of ETs shall be provided to HASC in writing within thirty (30) calendar days.
- 8.4 Refer to HASC, at COUNTY's discretion, Orange County hospitals requesting Medi-Cal eligibility determination services.
- 8.5 Provide ongoing supervision and training to out-stationed ET(s) and ensure the following:
- 8.5.1 Assignment and reassignment of ET(s) is made in accordance with applicable employee rules and regulations as set forth in COUNTY MOUs with employee organizations.
- 8.5.2 Work hours are in accordance with applicable rules and regulations as set forth in COUNTY MOUs with employee organizations.
- 8.5.3 ET(s) will adhere to the rules and regulations applicable to employees of PH while on PH premises.
- 8.5.4 Process Medi-Cal applications in accordance with applicable statutes and regulations.
- 8.5.5 Ensure that subcontract guidelines set forth in Subparagraph 6.2 are met.
- 8.5.6 Ensure that ET(s) report directly to COUNTY only.
- 8.6 Provide written notification in regards to termination of ET(s) assignment from PH to HASC within ten (10) business days in the event the guidelines set forth in Subparagraph 6.2 are not met. Notice of termination shall include the reason(s) for the termination.

- 8.7 Provide HASC a monthly statistical report of all Medi-Cal activity, including a count of all Medi-Cal applications taken as well as information regarding their disposition (i.e. approved, denied, etc.).
- 8.8 Prohibit assignment of ET(s) to PH with a policy to limit treatment for Medi-Cal recipients to emergencies only, unless such limited treatment is authorized or required by the State Department of Health Services or another duly authorized government agency.
9. MUTUAL RESPONSIBILITES
- 9.1 The Parties may mutually agree in writing to add to or delete PH from the list of those to be served as particularized in Paragraph 10 of this MOU, as necessary to best serve the needs of COUNTY and Applicants to be served under this MOU. Any such hospital to be added to the list of PH shall have a duly approved and fully executed contract with HASC, as described in Subparagraph 6.2 of this MOU.
- 9.2 Each Party shall provide the other with a list of their holidays upon the execution of this MOU, and at the beginning of each calendar year this MOU is in effect.
- 9.3 HASC and COUNTY may mutually agree in writing to waive the notice requirements as stated in this Paragraph.
10. FACILITIES:
- 10.1 HASC shall ensure PH provide office space and office equipment, as referenced in Paragraph 11, below, for ET(s) located at PH.
- 10.2 HASC shall provide services as stated in Paragraph 7 on business days, including, but not limited to, the following facility:
UC Irvine Medical Center
101 City Dr. South, Bldg. 25
Orange, CA 92868
11. EQUIPMENT AND OFFICE REQUIREMENTS
- 11.1 Computer equipment shall be provided by COUNTY for exclusive use by COUNTY out-stationed Medi-Cal ETs and for the purpose of accessing Medi-Cal

Eligibility Data Systems, CalWIN, and COUNTY email. PH's employees, agents, and volunteer staff shall not have access to, or use of, COUNTY owned computer equipment.

- 11.2 It is mutually understood that COUNTY owned computer equipment is currently installed at the PH.
- 11.3 COUNTY and HASC agree to the following:
 - 11.3.1 Equipment which includes, but is not limited to, computer, laptop, printer, and copier, will remain in working order and condition is subject to normal wear and ordinary usage.
 - 11.3.2 Equipment will be labeled as COUNTY property. COUNTY will, in accordance with COUNTY written procedures, conduct periodic inventories and maintain an inventory list showing where and how the equipment is being used.
 - 11.3.3 Submit a written report to the other Party immediately after discovering the loss or theft of any items or equipment. Thefts must be reported to the local law enforcement agency, include a list of all items and/or equipment stolen, and provide a copy of the police report to the other Party.
 - 11.3.4 HASC will ensure PH purchase a policy or policies of insurance covering loss or damage to any and all COUNTY owned computer equipment in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the Parties' interests as they appear.
 - 11.3.5 COUNTY will, at its cost, be responsible for maintenance and repair of COUNTY equipment.
- 11.4 HASC shall instruct PH to not use or exercise dominion and control with respect to COUNTY's equipment located at PH.
- 11.5 HASC shall ensure that PH cooperate with COUNTY in conducting periodic

- inventories of COUNTY's equipment.
- 11.6 The title to, and ownership of, all items furnished to the PH by COUNTY, remain COUNTY owned. The use of such equipment is limited to activities necessary to the performance of this MOU. Upon the termination of this MOU, HASC shall ensure the immediate return of any such equipment to COUNTY or its representatives, or dispose of said equipment in accordance with the written directions by COUNTY.
- 11.7 COUNTY will remove its equipment from the premises of PH within ninety (90) calendar days after the termination of this MOU.
- 11.8 HASC and COUNTY may mutually agree in writing to waive the notice requirements as stated in this Subparagraph.
- 11.9 COUNTY Personal Computer (PC) will require high-speed access to the internet for Virtual Private Network (VPN) connection.
- 11.9.1 The internet connection will require Local Area Network access to the high-speed internet connection to be installed and provided by the PH.
- 11.9.2 If the PH operates without internet access, the PH may request approval of a wireless/broadband card provided by COUNTY. The approval is subject to determining if an appropriate wireless signal of sufficient strength is available at the specific location of the COUNTY's PC.
- 11.10 The COUNTY will provide the appropriate VPN software and configuration. Approval for internet access already installed by the PH or for the use of a wireless/broadband card shall also be forthcoming within thirty (30) calendar days of any request thereof.
- 11.11 The equipment and provisions set forth in this Paragraph shall be periodically reviewed by COUNTY. COUNTY reserves the right to modify the provisions of this Paragraph upon written notice to HASC. HASC shall comply with any such modification within sixty (60) calendar days of receipt of such notice from COUNTY.

- 11.12 The provisions in this Paragraph may be modified for any specific PH, upon advance written authorization from COUNTY.
- 11.13 Office Requirements:
- 11.13.1 Each PH, with outstationed Medi-Cal ETs, shall provide office space for the ET(s) assigned to the hospital as follows, and at no cost to COUNTY:
- 11.13.1.1 A minimum of one hundred ten (110) square feet of office space to accommodate interviewing at their desks, with adequate privacy for confidentiality during Applicant interviews; or
- 11.13.1.2 A minimum of one hundred ten (110) square feet of office space, which is in close proximity to a conference room, or other suitable space, with adequate privacy for confidentiality during Applicant interviews.
- 11.13.1.3 Workspace that complies with all federal and State disability regulations and laws.
- 11.13.2 Each PH, with outstationed Medi-Cal ETs, shall provide office equipment for the ET(s) assigned to the hospital as follows, and at no cost to COUNTY:
- 11.13.2.1 One (1) ergonomic desk chair with arms, and a computer table/desk with an adjustable height keyboard tray;
- 11.13.2.2 Two (2) letter-sized file cabinets, one (1) with a lock to secure the ET's belongings and Applicant case records;
- 11.13.2.3 One (1) bookcase;
- 11.13.2.4 One (1) data jack and at least one (1) or more telephone lines in the work space and additional telephone lines, as needed; and
- 11.13.2.5 One (1) fax machine and one (1) copier adjacent to and/or easily accessible from the workspace, but not accessible to the public.
- 11.13.3 Each PH, with outstationed Medi-Cal ETs, shall bear the cost of any communication/telephone line/data jack changes or upgrades.

11.13.4 Each PH, with outstationed Medi-Cal ETs, shall provide the ET(s) and COUNTY with at least ninety (90) calendar days' advance notice of any change to office space and/or equipment.

11.13.5 HASC and COUNTY may mutually agree in writing to modify the notice requirements as stated in this Subparagraph.

12. NON-DISCRIMINATION

12.1 In the performance of this MOU, HASC agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of Applicants, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

12.2 HASC shall furnish any and all information requested by COUNTY and shall permit COUNTY access, during business hours, to books, records, and accounts in order to ascertain HASC's compliance with Paragraph 12 et seq.

12.3 Non-Discrimination in Employment

12.3.1 All solicitations or advertisements for employees placed by or on behalf of HASC shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for

employees and job applicants.

- 12.3.2 HASC shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Telephone: (800) 884-1684

(800) 700-2320 (TTY)

12.4 Non-Discrimination in Service Delivery

- 12.4.1 HASC shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 Code of Federal Regulations (CFR) section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. HASC shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS), Manual of Policies and Procedures (MPP)

Division 21, Chapter 21-100. If there are any violations of this Subparagraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Paragraph 12 et seq.

12.4.2 HASC shall provide any and all Applicants desirous of filing a formal complaint any and all information as appropriate:

12.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
(PUB 13)

12.4.2.2 Discrimination Complaint Form

12.4.2.3 Civil Rights Contacts

County Civil Rights Contact

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

13. CONFIDENTIALITY

- 13.1 COUNTY and HASC agree to maintain confidentiality of all records pursuant to all applicable federal and/or State laws or regulations including, without limitation, U.S. Privacy Act of 1974, WIC Sections 827 and 10850-10853, the CDSS Manual of Policies and Procedures, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.
- 13.2 All records and information concerning any and all persons referred to HASC by COUNTY or COUNTY's designee shall be considered and kept confidential by HASC, HASC's employees, agents, subcontractors, and all other individuals performing services under this MOU. HASC shall require all of its employees, agents, subcontractors, and all other individuals performing services under this MOU to sign an agreement with HASC before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to this MOU.
- 13.3 HASC shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- 13.4 HASC agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.
- 13.5 HASC agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law, and Orange County Juvenile Court Policy regarding confidentiality, as it now exists or may hereafter be amended.
- 13.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be

released without the written approval of a Judge of the Juvenile Court.

13.5.2 HASC must receive prior written approval from the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's COUNTY Social Worker.

14. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

14.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

14.2 HASC may develop and publish information related to this MOU where all of the following conditions are satisfied:

14.2.1 COUNTY provides its written approval of the content and publication of the information at least thirty (30) days prior to HASC publishing the information, unless a different timeframe for approval is agreed upon by COUNTY;

14.2.2 Unless directed otherwise by COUNTY, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;

14.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

14.2.3.1 any commercial product or service; and,

14.2.3.2 any product or service provided by HASC, unless approved in writing by COUNTY;

14.2.4 If HASC uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this

MOU, HASC shall develop social media policies and procedures and have them available to the COUNTY. HASC shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this MOU. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

15. INDEMNIFICATION

15.1 HASC agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which the BOARD acts as the governing Board ('COUNTY INDEMNITEES') harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by HASC pursuant to this MOU. If judgment is entered against HASC and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, HASC and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

15.2 COUNTY agrees to indemnify, defend, and hold HASC, their officers, employees, and agents ("HASC INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this MOU; provided, however, this indemnification with respect to each PH shall become effective only when such PH has signed an MOU with HASC in accordance with Paragraph 6, and which MOU reciprocally indemnifies COUNTY in accordance with Subparagraphs 6.2.3 and 14.2.2. If judgment is entered against COUNTY and

HASC by a court of competent jurisdiction because of the concurrent active negligence of HASC or HASC INDEMNITEES, the COUNTY and HASC agree that liability will be apportioned as determined by the court. To the extent permitted by law, neither Party shall request a jury apportionment.

15.3 Notwithstanding anything to the contrary in this Paragraph, HASC shall not be responsible for any physical injury or damage suffered by an ET while carrying out duties under this MOU.

16. INSURANCE

16.1 Prior to the provision of services under this MOU, HASC agrees to purchase all required insurance at HASC's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. HASC agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with COUNTY during the entire term of this MOU. In addition, all subcontractors performing work on behalf of HASC pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for HASC.

16.2 HASC shall ensure that all subcontractors performing work on behalf of HASC pursuant to this MOU shall obtain and maintain insurance subject to the same terms and conditions as set forth herein for HASC. HASC shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from HASC under this MOU. It is the obligation of HASC to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by HASC through the entirety of this MOU for inspection by COUNTY representative(s) at any reasonable time.

16.3 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If HASC is self-insured, HASC will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance

with the indemnity provision stated in this MOU.

16.4 If HASC fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.

16.5 Qualified Insurer:

16.5.1 The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

16.6 If the Insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial rating.

16.7 The policy or policies of insurance maintained by HASC shall provide the minimum limits and coverage as set forth below:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|---|
| Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| Workers’ Compensation | Statutory |
| Employer’s Liability Insurance | \$1,000,000 per occurrence |
| Network Security & Privacy Liability | \$1,000,000 per claims made |
| Sexual Misconduct Liability | \$1,000,000 per occurrence |

16.8 Required Coverage Forms

16.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing

liability coverage at least as broad.

16.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

16.9 Required Endorsements

16.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

16.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

16.9.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that HASC's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

16.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

16.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured for its vicarious liability.

16.9.2.2 A primary and non-contributing endorsement evidencing that the HASC's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

16.10 The Workers' Compensation policy shall contain a waiver of subrogation

endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

- 16.11 All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 16.12 HASC shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this MOU.
- 16.13 If HASC's Network Security and Privacy Liability policy is a "claims made" policy, HASC shall agree to maintain coverage for two (2) years following completion of this MOU.
- 16.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).
- 16.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 22 of this MOU.
- 16.16 Failure of HASC to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or COUNTY, will result in a breach of this MOU.
- 16.17 COUNTY expressly retains the right to require HASC to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 16.18 COUNTY shall notify HASC in writing of changes in the insurance requirements. If HASC does not deposit copies of acceptable certificates of insurance and

endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this MOU may be in breach without further notice to HASC, and COUNTY shall be entitled to all legal remedies.

16.19 The procuring of such required policy or policies of insurance shall not be construed to limit HASC's liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

17. SECURITY

17.1 Security Requirements

17.1.1 HASC agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU. HASC represents and warrants that it has implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential Applicant information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

17.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

17.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of MOU services.

17.1.1.3 Control to prevent unauthorized access and to prevent HASC employees from providing COUNTY data to unauthorized individuals.

- 17.1.1.4 Firewall protection.
- 17.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from HASC networks to external networks, when applicable.
- 17.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. HASC further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

17.2 Security Breach Notification

- 17.2.1 HASC shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance HASC experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), HASC shall immediately notify COUNTY of its discovery. After such notification, HASC shall, at its own expense, immediately:
 - 17.2.1.1 Investigate to determine the nature and extent of the Security Breach.
 - 17.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
 - 17.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the

unauthorized use or received the unauthorized disclosure, what HASC has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action HASC has taken or will take to prevent future similar unauthorized use or disclosure.

17.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines HASC will conduct additional action(s), HASC shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, HASC shall reimburse COUNTY for costs associated to legally required actions.

18. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

HASC shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

- 18.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against HASC and/or COUNTY.
- 18.2 Any third party claim or lawsuit filed against HASC arising from or relating to services performed by HASC under this MOU.
- 18.3 Any injury to an employee of HASC that occurs on COUNTY property.
- 18.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to HASC under the term of this MOU.

19. RECORDS19.1 Applicant Records

19.1.1 HASC shall prepare and maintain accurate and complete records of Applicants served and dates and type of services provided under the terms of this MOU in a form acceptable to COUNTY.

19.1.2 HASC shall keep all COUNTY data provided to HASC during the term(s) of this for a minimum of five (5) years from the termination of this MOU or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless HASC requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this MOU, HASC shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 25.2.

19.2 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this MOU may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

20. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

HASC shall establish a procedure acceptable to COUNTY to ensure that all employees, agents, subcontractors, and all other individuals performing services under this MOU report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. HASC shall require such employees, agents, subcontractors, and all other individuals performing services under this MOU to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting

requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

21. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW
HASC shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where Applicants are served.

22. NOTICES

All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd., Suite 100
Orange, CA 92868

HASC: Hospital Association of Southern California
Attn: Vice President--Patient Access Services
12383 Lewis St., Suite 101
Garden Grove, CA 92840

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

23. RESOLUTION OF CONFLICTS

For resolution of conflicts between COUNTY and HASC in regards to the provisions of this MOU, the following shall apply:

- Step 1: Conference between the SSA Eligibility Supervisor, and/or the Social Services Supervisor I, and designated HASC staff.
- Step 2: Conference between the SSA Program Manager I, and/or Deputy Director or designee, and designated HASC staff.
- Step 3: Conference between the SSA Director of Assistance Programs, or designee and the Executive Director of HASC.

Nothing in this Paragraph limits the rights of the parties under Paragraph 25.

24. CONFLICT OF INTEREST

HASC shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to HASC; the HASC's employees, agents, and subcontractors associated with accomplishing work and services hereunder. HASC's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

25. TERMINATION

25.1 COUNTY may terminate this MOU without penalty, immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of HASC, discontinuance of the services for reasons within HASC's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for County laws and regulations. Exercise by COUNTY of the right to terminate this

MOU shall relieve COUNTY of all further obligations under this MOU.

- 25.2 For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU (“Transition Period”), HASC agrees to cooperate with COUNTY in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, services and data access shall continue to be made available to COUNTY without alteration. HASC also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 25.3 In the event of termination of this MOU, cessation of business by HASC, or any other event preventing HASC from continuing to provide services, HASC shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this MOU.
- 25.4 The obligations under this MOU utilize COUNTY resources, for which funding, or portions of funding, may be contingent upon the State and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the budget approved by the COUNTY’s Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate, reduce, or modify this MOU without penalty.
- 25.5 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
26. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. HASC represents and warrants that the person executing this MOU on behalf of and for HASC is an authorized agent who has actual authority to bind HASC to each and every term, condition and obligation of this MOU and that all requirements of HASC have been fulfilled to provide such actual authority.

27. GENERAL PROVISIONS

27.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of HASC's agents or employees.

27.2 This MOU, represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

27.3 This MOU has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

27.4 In the performance of this MOU, HASC shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange SSA, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

27.5 In the performance of this MOU, HASC may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written

consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void.

27.6 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

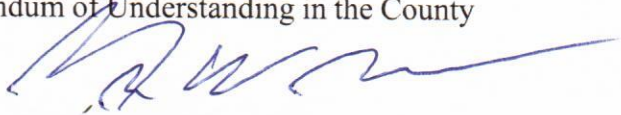
///

///

///

///

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.



By: _____

Debra J. Baetz, Director
County of Orange
Social Services Agency

By: _____

George Greene, President/CEO
Hospital Association of
Southern California

Dated: _____

Dated: 11/18/20

Approved As To Form
SSA Counsel
County of Orange, California

By: Carolyn D. Frost

Deputy

Dated: 11/25/20

EXHIBIT A
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
THE HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA
FOR THE PROVISION OF
MEDI-CAL ELIGIBILITY TECHNICIAN SERVICES

Project No.: GA 1233-3-10-xx

Donated Space: _____

DONATED SPACE MOU

THIS IS A DONATED SPACE MOU executed _____, 2021, by and between _____ hereinafter referred to as "DONOR" and the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," without regard to number or gender.

1. In consideration of the MOUs herein contained, DONOR hereby grants to COUNTY rent-free use of those certain premises described as:

Designated area to be determined by Donor not to exceed approximately 200 square feet within

(Insert name of hospital here) _____

located at _____, City of _____, County of Orange,

State of California, for purposes of providing office space for the Social Services Agency's which provides Medi-Cal related eligibility determination services to families in low-income

households in accordance with the following schedule:

- A. Days of Use Monday through Friday, days may vary
- B. Hours of use 7:00 a.m. to 5:00 p.m., hours may vary (except County holidays)
- C. Frequency of use frequency may vary

2. DONOR shall supply all repair, maintenance, janitorial supplies and services to said premises.
3. DONOR shall be responsible for all charges for utilities supplied to said premises.
4. COUNTY shall indemnify and save harmless DONOR, its officers, agents, and employees, from and against any and all claims, demands, losses, or liabilities of any kind or nature which DONOR, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the sole negligence of COUNTY, its officers, agents, employees, subtenants, invitees, or licensees, in connection with the occupancy and use of the premises by COUNTY.

Likewise DONOR shall indemnify and save harmless COUNTY, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature which COUNTY, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the sole negligence of DONOR, its officers, agents, employees, invitees, or licensees, in connection with the ownership, maintenance, or use of the premises.

Notwithstanding the foregoing, the monetary limitation of the indemnification provided by COUNTY and DONOR shall not exceed One Million Dollars (\$1,000,000) for each party.

5. DONOR acknowledges that the Privacy Rule of the Health Insurance Portability and Accountability Act (HIPAA) requires COUNTY to safeguard and maintain the confidentiality of any Protected Health Information (PHI). DONOR hereby agrees not to access, remove, destroy, or relocate any property used by COUNTY to safeguard and store PHI. DONOR further agrees to use appropriate safeguards and to take all reasonable steps to prevent access to any PHI stored on the premises, including informing its workforce, contractors and vendors of the confidential nature of the records maintained by COUNTY. DONOR agrees to report to COUNTY within ten (10) calendar days any unauthorized use or any disclosure of PHI, which

DONOR becomes aware. Upon COUNTY's knowledge of any breach, disclosure, or unauthorized use of PHI by DONOR, COUNTY shall:

A. Provide an opportunity for DONOR to cure the breach or end the violation. If DONOR does not cure the breach or end the violation within thirty (30) days or shorter period as required by COUNTY, COUNTY shall terminate this MOU; or

B. Immediately terminate this MOU if cure is not possible

6. This MOU shall continue indefinitely, but may be terminated by either party hereto at any time by giving thirty (30) days written notice addressed to:

COUNTY

DONOR

County of Orange

Hospital name and address

Social Services Agency

500 N State College Blvd, Suite 100

Orange, CA 92868

Facilities Services Manager

With a copy to:

County Executive Office

333 W. Santa Ana Boulevard, 3rd Floor

Santa Ana, CA 92701

Attention: Chief Real Estate Officer