

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 Social Services Agency (SSA) and the Hospital Association of Southern California (HASC) and contains program content and purpose along with specific guidelines for the **continued** ~~implementation~~ and administration of Medi-Cal related eligibility determination services to be performed at or on behalf of Orange County's designated hospitals subcontracting with HASC, hereinafter referred to as "Participating Hospitals."

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

1. These services are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Section 14067.5.
2. HASC desires to have Medi-Cal Eligibility Technicians (ETs) assigned to Participating Hospitals, for the purpose of providing Medi-Cal related eligibility determination services for the Participating Hospitals.
3. SSA is willing to provide a limited number of such Medi-Cal ETs under the terms and conditions hereafter set forth.

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4. This MOU contains the procedural guidelines authorized by both the SSA Director and the HASC Executive Director, for their respective employees to follow in providing services.

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I. TERM

The term of this MOU shall commence on May 1, 2005 2015, and end on April 30, 2010 2020, unless terminated in accordance with Paragraph XXVII 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 and confidentiality.

II. PURPOSE

The purpose of this MOU is to ~~establish program content and purpose along with specific guidelines for the implementation and administration~~ maintain the guidelines for the continued administration of Medi-Cal related eligibility determination services to be performed by Medi-Cal ETs assigned at Participating Hospitals.

III. DEFINITIONS

A. 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. 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.

B. Contract Administrator: The person designated by each Party to administer this MOU as hereinafter described on behalf of the respective Parties.

C. Contract Liaison: The person designated by each Party to discuss and resolve operational matters conducted under the terms of this MOU.

D. Channel Service Unit/Data Service Unit (CSU/DSU): A CSU connects a computer terminal to a digital line; and a DSU performs protective and diagnostic functions for a telecommunications line, functioning similarly to a modem, and usually packaged as a single unit. Such a device is required for both ends of a T-1 or T-3 digital line connection, or in the case of the SSA/HASC configurations, a 56kbs Advanced Digital Network connection.

- E. Eligibility Technician (ET): An SSA employee performing eligibility determination functions.
- F. Local Area Network (LAN): A computer network covering a small physical area, like a home, office, or small group of buildings, such as a school, or an airport.
- G. 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.
- H. Virtual Private Network (VPN): A computer network that is implemented in an additional logical layer (overlay) on top of an existing larger network. It has the purpose of creating a private scope of computer communications or providing a secure extension of a private network into an insecure network such as the Internet.

IV. GOAL

The goal of this MOU is to provide at local hospitals an on-site eligibility determination for Medi-Cal benefits to ensure Orange County residents receive adequate health care benefits.

V. LICENSES AND STANDARDS

- A. 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. Further, HASC warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.
- B. In the performance of this MOU, HASC shall comply, unless waived in whole or in part by SSA, with all applicable provisions of the WIC;

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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, SSA Regulations and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereafter amended.

VI. DELEGATION AND ASSIGNMENTS/SUBCONTRACTS

A. 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 SSA. Any attempted delegation or assignment that does not comply with this Paragraph ~~V~~VI shall be void.

B. Subcontracts:

Any subcontract between HASC and a participating hospital shall not alter, in any way, any legal responsibility of HASC to COUNTY. SSA may refuse to assign an ET(s) and/or immediately remove ET(s) previously assigned to Participating Hospitals that do not have a subcontract with HASC that complies with the terms of this MOU. All subcontracts must be in writing and copies of same shall be provided to SSA. ET(s) will not be assigned to a participating hospital until HASC provides a copy of the subcontract to SSA.

1. HASC shall incorporate into each subcontract with a participating hospital substantially those same provisions contained in this MOU, so as to impose on each participating hospital those obligations incurred by HASC under this MOU that are applicable to the duties and obligations of the participating hospital under the subcontract. Such subcontract provisions shall be subject to approval by SSA, which approval shall not be unreasonably withheld. A complete listing of those hospitals with which subcontracts are to be fully

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~~executed is attached hereto as "Attachment 1" to this MOU, and incorporated herein by reference.~~

~~set forth in Paragraph X of this MOU.~~

- ~~2. Each participating hospital shall provide office space, and office equipment for ETs assigned to the hospital, as more specifically set forth in Paragraph XI, below. In the event that SSA determines that a hospital's facilities are inadequate, SSA may refuse to assign an ET(s) to the hospital and/or immediately remove ET(s) previously assigned.~~
- ~~3. Each participating hospital shall provide interpreters for use by the ET when the ET determines that there is a need for an interpreter for any particular patient, or as required by law.~~
- ~~4. Each participating hospital shall provide messenger service on business days for delivery of application information to and from SSA.~~
- ~~5. HASC shall include in its subcontract with each participating hospital a provision requiring the participating hospital to enter into a non financial real estate agreement with SSA for facilities provided by the participating hospital, and will execute all terms and conditions in the form, format, and terminology as presented by SSA's Real Property Services Division for said agreement. The provision shall also require the participating hospital to execute and return said agreement within ten (10) business days of the time it is received by the participating hospital from SSA's Real Property Services Division.~~

2. HASC shall include in its subcontract with each participating hospital a provision requiring the participating hospital to enter into a Donated Space MOU with SSA for space provided by the participating hospital, and will execute all terms and conditions in the form,

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format, and terminology as presented by SSA's Facilities Services Division for said MOU, attached hereto and incorporated herein by reference: Exhibit "A" relating to Donated Space MOU. The provision shall also require the participating hospital to execute and return said MOU within ten (10) business days of the time it is received by the participating hospital from SSA's Facilities Services Division.

VII. HASC RESPONSIBILITIES

~~A. HASC may decrease the number of Medi-Cal related service hours upon twenty (20) calendar days written notice to SSA.~~

~~B. HASC shall provide notice to SSA ninety (90) calendar days prior to moving any outstationed ET(s) to another office location. HASC and SSA may mutually agree in writing to waive the notice requirements as stated in this Paragraph.~~

~~C. HASC will determine on a monthly basis, the revenue generated from the Medi-Cal applications processed, using the monthly statistical report of all Medi-Cal activity provided by SSA.~~

A. Provide a copy of the subcontract between HASC and the participating hospital to SSA prior to the assignment of ET(s) to the participating hospital.

B. Ensure Participating Hospitals provide messenger service on business days for delivery of application information to and from SSA.

C. Ensure Participating Hospitals provide interpreters for use by the ET when the ET determines that there is a need for an interpreter for any particular patient, or as required by law.

D. Provide thirty (30) calendar days written notice to SSA upon decreasing the number of Medi-Cal related service hours.

E. Provide ninety (90) calendar days written notice to SSA prior to moving any outstationed ET(s) to another office location at the same hospital. HASC and SSA may mutually agree in writing to waive the notice

requirements as stated in this Paragraph.

F. Provide a monthly statistical report of all Medi-Cal activity in a form approved by SSA.

VIII. SSA RESPONSIBILITIES

~~A. SSA shall dedicate Eligibility Technician (ET) positions to HASC facilities based upon SSA specified caseload targets, which are subject to modification depending upon allocation levels and/or County need. It is mutually understood, however, that by dedicating ET positions to HASC, SSA makes no guarantee, either expressed or implied, that such positions will be filled in such a manner as to result in any specified minimum number of Full Time Equivalent (FTE) positions during the term of this MOU. Notwithstanding the above, SSA shall utilize its best efforts, as reasonably determined by SSA, to fill such positions and to assign staff to participating hospitals as found necessary by HASC, and justified by caseload.~~

- ~~1. HASC and SSA may mutually agree in writing to increase or decrease the number of ET positions dedicated to HASC. Upon request by HASC for a change in the level of service at one or more participating hospitals, SSA shall confer with HASC and utilize its best efforts, as reasonably determined by SSA, to comply with such requests.~~
- ~~2. SSA will not generally assign ETs to participating hospitals for periods of time less than eight (8) hours per week. Assignment and reassignment of ETs shall be the sole function of SSA, and shall be made in accordance with applicable employee rules and regulations as set forth in COUNTY agreements with employee organizations.~~
- ~~3. SSA will make efforts reasonably necessary to comply with any request by HASC with respect to increasing the number of Medi-Cal related service hours as soon as is practicable, subject to the availability of staff and SSA's Medi-Cal budgetary considerations;~~

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~~provided, however, that SSA may refuse to assign Medi-Cal ETs to a participating hospital that is not providing adequate space, interpreters, messenger service, or other facility and equipment requirements pursuant to this MOU. In the event SSA refuses to assign an ET to a participating hospital that is not providing adequate space, interpreters, messenger service, or other facilities and equipment pursuant to this MOU, SSA shall give written notice to HASC, which notice shall be effective when given, stating the reason(s) for such refusal. Notwithstanding the above, SSA shall not unreasonably withhold the services specified in this Paragraph in an arbitrary and capricious manner.~~

- ~~4. SSA will not be obligated to provide replacement ETs in the event an assigned worker is temporarily absent for any reason. Both Parties acknowledge that SSA facilities and priorities will be addressed first. Thereafter, SSA shall make a good faith effort to provide coverage for the participating hospitals during planned and unplanned absences.~~
- ~~5. Work hours for ETs shall be set in accordance with applicable rules and regulations as set forth in COUNTY agreements with employee organizations.~~

~~B. SSA shall provide to HASC a monthly statistical report of all Medi-Cal activity.~~

~~C. SSA shall assure that ETs assigned to each participating hospital conform to the reasonable rules and regulations of the hospital applicable to hospital employees.~~

~~D. SSA will not provide ETs in hospitals where the policy is to limit treatment for Medi-Cal patients to emergencies only, unless such limited treatment is authorized or required by the State Department of Health Services or another duly authorized government agency.~~

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~~E. Supervision of ETs shall be the sole responsibility of SSA, and neither HASC nor the participating hospitals shall exercise any control or supervision over such ETs.~~

~~F. Medi-Cal applications will be processed in accordance with applicable statutes and regulations.~~

~~G. It is recognized by each of the Parties that COUNTY ETs will not be present at all times to take Medi-Cal applications for potentially eligible persons who present themselves at participating hospitals, and it is mutually understood that COUNTY assumes no liability for any loss of revenue or other damage which may be incurred by HASC or participating hospitals in connection with the absence of ETs.~~

A. Assign ET(s) to Participating Hospital facilities based upon SSA workload goals, which are subject to modification depending upon allocation levels and/or COUNTY need.

B. Report absence of ET(s) to Participating Hospitals within twenty-four (24) hours.

C. Collaborate with HASC to increase or decrease the number of ET positions assigned to a Participating Hospital. A final decision by SSA shall be provided to HASC in writing within thirty (30) calendar days.

D. Refer to HASC, Orange County hospitals requesting eligibility determination services, at SSA's discretion.

E. Provide ongoing supervision to outstationed ET(s) and ensure the following:

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.

2. Work hours are in accordance with applicable rules and regulations as set forth in COUNTY MOUs with employee organizations.

3. ET(s) follows the rules and regulations applicable to hospital employees while on the premises of the Participating Hospital(s).
 4. Process Medi-Cal applications in accordance with applicable statutes and regulations.
 5. Guidelines set forth in Paragraph VI.B are met.
 6. ET(s) report directly to SSA staff only.
- F. Provide written notification in regards to termination of ET(s) assignment from Participating Hospital(s) to HASC within ten (10) business days in the event the guidelines set forth in Paragraph VI.B are not met. Notice of termination shall include reason(s).
- G. Provide HASC a monthly statistical report of all Medi-Cal activity.
- H. Prohibit assignment of ET(s) to Participating Hospitals in which the Participating Hospital's policy is to limit treatment for Medi-Cal patients to emergencies only, unless such limited treatment is authorized or required by the State Department of Health Services or another duly authorized government agency.

IX. PARTICIPATING HOSPITALS

- A. Notwithstanding Subparagraph VIII.D.6 of this MOU, the staff of each Participating Hospital shall determine which patients to refer to ETs for Medi-Cal consideration.
- B. The Parties may mutually agree in writing to add to or delete hospitals from the list of those to be served as particularized in Paragraph X of this MOU. Any such hospital to be added to the list shall have a duly approved and fully executed subcontract with HASC, as described in Paragraph ~~V~~VI.B of this MOU.
- C. HASC shall provide notice to SSA within ninety (90) calendar days prior to adding a Participating Hospital. SSA shall assign an ET(s) to facilities added under this provision, in accordance with Subparagraph ~~VII.A~~ VIII.A above.
- D. HASC shall provide a minimum of thirty (30) calendar days written

notice to SSA of the termination of any Participating Hospital.

X. FACILITIES

A. Participating Hospitals shall provide office space and office equipment for ET(s) outstationed at Participating Hospitals, as more specifically set forth in Paragraph XI, below. SSA will provide all office equipment for ETs located at the SSA regional office. It is mutually understood that HASC will provide services as stated in Paragraph VII on business days for the following facilities:

AHMC Anaheim Regional Medical Center 111 W. La Palma Ave. Anaheim, CA 92803	Saddleback Memorial Medical Center 24451 Health Center Dr. Laguna Hills, CA 92653
Children's Hospital of Orange County 455 S. Main St. Orange, CA 92668	Saint Joseph Hospital 1100 W. Stewart Dr. Orange, CA 92868
Garden Grove Hospital & Medical Center 12555 Garden Grove Blvd. Garden Grove, CA 92643	Saint Jude Medical Center 101 E. Valencia Mesa Dr. Fullerton, CA 92835-4138
Hoag Memorial Hospital- Presbyterian 301 Newport Blvd. Newport Beach, CA 92663	UC Irvine Medical Center 101 City Dr. South, Bldg. 25 Orange, CA 92868
Mission Hospital 27700 Medical Center Rd. Mission Viejo, CA 92691	

B. HASC and SSA may mutually agree in writing to add, change, modify, or delete facility locations as necessary to best serve the needs of SSA, HASC, and clients to be served under this MOU.

XI. EQUIPMENT AND OFFICE REQUIREMENTS

A. Computer Workstations shall be provided by COUNTY for use only by COUNTY outstationed Medi-Cal ETs and for the purpose of accessing Medi-Cal Eligibility Data Systems (MEDS), CalWORKs Information Network (CalWIN), and COUNTY email. Participating Hospitals' employees,

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agents, and volunteer staff shall not have access to or use the computer equipment.

1. It is mutually understood that COUNTY owned computer equipment is currently installed at certain Participating Hospitals.

a. COUNTY and HASC agree to the following:

(i) ~~To~~ COUNTY to ensure all equipment remains in good working order and condition, subject to normal and ordinary usage.

(ii) ~~To~~ COUNTY to label all equipment, do periodic inventories as required by SSA, and to maintain an inventory list showing where and how the equipment is being used, in accordance with written procedures developed by SSA.

~~(iii) HASC shall provide an inventory report to SSA of all equipment utilized by ETs at participating hospitals. The first inventory report shall be due within thirty (30) days of the effective date of this MOU. Subsequent reports shall be due during the months of July and January of each fiscal year this MOU remains in effect, or within ten (10) days of any request therefor.~~

~~(iv) To report in writing to SSA immediately after discovering the loss or theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to SSA.~~

~~(v) To ensure participating hospitals 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.~~

- (iii) Either COUNTY or HASC to report in writing to the other Party immediately after discovering the loss or theft of any items of equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to SSA.
 - (iv) HASC to ensure Participating Hospitals 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.
- b. COUNTY will, at its cost, be responsible for normal maintenance and repair of the equipment. Neither COUNTY nor the Participating Hospitals will convert to their own use or exercise dominion and control with respect to the other Party's equipment located at Participating Hospitals.
 - c. It is mutually agreed that Participating Hospitals shall cooperate with COUNTY in conducting periodic inventories of COUNTY's equipment.
 - d. The title to all items furnished to the Participating Hospitals by COUNTY vests and will remain in COUNTY as such shall be designated by SSA. 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 of SSA.

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- e. It is mutually agreed that within ninety (90) calendar days after the termination of this MOU, COUNTY will remove its equipment from the premises of Participating Hospitals.
 - f. The Participating Hospital shall provide at least ninety (90) calendar days' notice to SSA prior to when an ET is moved to another location within the hospital to allow time for COUNTY staff to process the necessary paperwork for the relocation of a dedicated circuit (if one is being used). HASC and SSA may mutually agree in writing to waive the notice requirements as stated in this Paragraph.
- ~~2. The COUNTY PC Modem will require an analog telephone line, which shall be the hospital's responsibility to install and maintain. The analog telephone line shall be installed within five (5) days of any request therefore.~~
- 2. The COUNTY Personal Computer (PC) will require high-speed access to the Internet for VPN connection. The Internet connection will require LAN access to the high-speed Internet connection to be installed and provided by the hospital. If the hospital operates without Internet access, the hospital can 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 PC. The COUNTY will provide the appropriate VPN software and configuration. Approval for Internet access already installed by the hospital or for the use of a wireless/broadband card shall also be forthcoming within thirty (30) calendar days of any request thereof.
 - 3. 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.

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HASC shall comply with any such modification within sixty (60) calendar days of receipt of such notice from COUNTY.

4. The provisions in this Paragraph may be modified for any specific Participating Hospital, upon written authorization from SSA.

B. Office ~~Space~~ Requirements:

1. Each Participating Hospital shall provide office space for the ET(s) assigned to the hospital as follows, at no cost to COUNTY:
 - a. A minimum of one hundred ten (110) square feet of office space to accommodate interviewing at their desks, with adequate privacy for confidentiality during client interviews; or
 - b. 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 client interviews.
 - c. Workspace that complies with all Federal and State disability regulations and laws.
2. Each Participating Hospital shall provide office equipment for the ET(s) assigned to the hospital as follows, at no cost to COUNTY:
 - a. An ergonomically correct desk chair with arms, and a computer table/desk with an adjustable height keyboard tray;
 - b. Two (2) letter-sized file cabinets, one with a lock to secure the ET's belongings and client case records;
 - c. One (1) bookcase;
 - d. A data jack and at least one (1) or more telephone lines in the work space and additional telephone lines, as needed; and
 - e. A fax machine and copier adjacent to and/or easily accessible from the workspace, but not accessible to the public.
3. Each Participating Hospital shall provide messenger service on business days for delivery of application information to and from SSA.

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4. Each Participating Hospital shall provide the ET(s) and SSA with at least ninety (90) calendar days advance notice of any change to office space and/or equipment. HASC and SSA may mutually agree in writing to modify the notice requirements as stated in this Paragraph.
5. Each Participating Hospital shall bear the cost of any communication/telephone line/data jack changes or upgrades.

XII. NON-DISCRIMINATION

- A. In the performance of this MOU, HASC agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, 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 law.
- B. HASC shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the Department of Health and Human Services.
- C. HASC shall furnish any and all information requested by SSA and shall permit SSA access, during business hours, to books, records and accounts in order to ascertain HASC's compliance with Paragraph X XII et seq.
- D. HASC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).
- E. Non-Discrimination in Employment
 1. All solicitations or advertisements for employees placed by or on

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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, or military and veteran status or any other protected group in accordance with the requirements of all applicable Federal or State law. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

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

California Department of Social Services
Public Inquiry and Response Bureau
P.O. Box 944243, M.S. 8-3-23
Sacramento, California 94244-2430
Telephone: 1-800-952-5253
1-800-952-8349 (For the hard of hearing)

F. Non-Discrimination in Service Delivery

1. HASC shall comply with Title 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; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Sections 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations Sections 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Allatorre Bilingual Services Act (California Government Code Sections 7290-7299.8); Section 1808 of the Removal of Barriers to

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Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 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 Division 21, Chapter 21-100. If there are any violations of this paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or Government Code 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 Subparagraph XII.F et seq.

2. HASC shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:
 - a. Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)
 - b. Discrimination Complaint Form
 - c. Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

P.O. Box 22001

Santa Ana, CA 92702-2001

Attn: Civil Rights Coordinator

Telephone: (714) 438-8880

State Civil Rights Contact:

California Department of Social Services
Civil Rights Bureau
P.O. Box 944243, M.S. 8-16-70
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

XIII. CONFIDENTIALITY

- A. SSA and HASC agree to maintain confidentiality of all records and information about persons 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.
- B. All client records and information concerning any and all persons referred to HASC by SSA or SSA's designee shall be considered and kept confidential by HASC, HASC's staff, agents, employees and volunteers. HASC shall require all of its employees, agents, subcontractors and volunteer staff who may provide services for HASC under this MOU to sign an MOU with HASC before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to HASC by SSA, except as may be required to provide services under this MOU or to those specified in this MOU as having the capacity to audit HASC, and as to the latter, only during

such audit.

- C. HASC shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person violating the provisions of said State law may be guilty of a crime.
- D. HASC agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

XIV. PUBLICITY

- A. Information and solicitations, prepared and released by HASC concerning the services provided under this MOU shall state that the program, wholly or in part, is funded through COUNTY, State and Federal government funds.
- B. HASC shall not disclose any details in connection with this MOU to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing HASC's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit HASC from publishing its role under this MOU within the following conditions:
 - 1. HASC shall develop all publicity material in a professional manner; and
 - 2. During the term of this MOU, HASC shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY. COUNTY shall not unreasonably withhold written consent.

XV. INDEMNIFICATION & ~~INSURANCE~~

- A. HASC agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES")

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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. To the extent permitted by law, neither party shall request a jury apportionment.

- B. 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 Participating Hospital shall become effective only when such Participating Hospital has signed an MOU with HASC in accordance with Paragraph ~~V~~—VI, and which MOU reciprocally indemnifies COUNTY in accordance with Subparagraphs VI.B.I and ~~XII~~.A XIV.A. 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.
- C. Notwithstanding anything to the contrary in this Paragraph XIV, HASC shall not be responsible for any physical injury or damage suffered by an ET while carrying out duties under this MOU.
- ~~D. Without limiting HASC’s liability for indemnification, HASC shall require in its subcontracts with each participating hospital, that the policy or policies of insurance referenced in this MOU covering the~~

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~~operations of participating hospitals be purchased at the expense of the participating hospital, prior to the provision of services under each subcontract, and be maintained in force at all times during the performance of the subcontract. HASC shall ensure that each participating hospital deposit proof of such insurance with HASC in the form of Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. HASC shall maintain such proof of insurance through the entirety of this MOU for inspection by COUNTY representative(s) at any reasonable time.~~

~~E. All insurance policies required by this MOU shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. HASC shall ensure the participating hospital is responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.~~

~~F. The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, SSA retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings by the CEO/Office of Risk Management.~~

~~G. The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States** or by going on-line to "ambest.com."~~

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H. ~~The policy or policies of insurance maintained by the participating hospitals shall provide the minimum limits and coverage as set forth below:~~

<u>Coverage</u>	<u>Minimum Limits</u>	
	Per Occurrence	Annual Aggregate
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000	\$2,000,000
Workers' Compensation	Statutory	Statutory
Employer's Liability	\$1,000,000	\$1,000,000

I. ~~The participating hospitals shall maintain the above coverage through commercial insurance. If a participating hospital is self insured, the participating hospital shall provide to HASC, before the commencement of services under any subcontract to this MOU, a letter of self-insurance verifying all the above coverage minimums. Such letter of self insurance must be maintained by HASC through the entirety of this MOU for inspection by County representative(s) at any reasonable time.~~

J. ~~All liability insurance required by this MOU shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.~~

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- ~~K. The County of Orange shall be added as an additional insured on all insurance policies required by this MOU with respect to the operations of participating hospitals performed under the terms of this MOU (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.~~
- ~~L. All insurance policies required by this MOU shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the participating hospitals' insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.~~
- ~~M. All insurance policies required by this MOU shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:~~
- ~~“SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.”~~
- ~~N. All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.~~
- ~~O. The Commercial General Liability policy shall contain a severability of interests clause.~~

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- ~~P. HASC is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. HASC will ensure that the participating hospitals comply with such provisions and shall furnish COUNTY satisfactory evidence that the participating hospital has secured, for the period of this MOU, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.~~
- ~~Q. COUNTY expressly retains the right to increase or decrease the liability limits 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.~~
- ~~R. If HASC fails to ensure that the participating hospitals maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.~~
- ~~S. COUNTY shall notify HASC in writing of changes in the insurance requirements and HASC shall immediately notify the participating hospitals of such changes. If HASC does not obtain copies of acceptable certificates of insurance and endorsements from the participating hospitals incorporating such changes within thirty (30) calendar 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.~~
- ~~T. The procuring of such required policy or policies of insurance by the participating hospitals shall not be construed to limit HASC's liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU.~~

~~U. The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above mentioned insurance requirements in place of commercial insurance certificates and endorsements.~~

XVI. INSURANCE

A. Prior to the provision of services under this MOU, HASC agrees to purchase all required insurance at HASC's expense and to deposit with SSA Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with, and to keep such insurance coverage and the certificates therefore on deposit with SSA during the entire term of this MOU.

B. HASC shall ensure that 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.

C. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a "0" by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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

E. Qualified Insurer:

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

1. The policy or policies of insurance required herein must be issued

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by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is a non-admitted carrier in the State of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, SSA can accept the insurance.

F. 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
Sexual Misconduct Liability	\$1,000,000 per occurrence

G. Required Coverage Forms:

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.

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.

H. Required Endorsements:

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

a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

b. A primary non-contributing endorsement 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.

I. All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

K. All insurance policies required by this MOU shall give the County of Orange thirty (30) days' notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

L. The Commercial General Liability policy shall contain a severability of interests' clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

- M. Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph XXII of this MOU.
- N. If HASC fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or SSA, COUNTY may terminate this MOU.
- O. 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.
- P. 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.
- Q. 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.

XVII. NOTIFICATION OF INCIDENT, CLAIMS OR SUITS

HASC shall report to SSA:

- A. Any accident or incident relating to services performed under this MOU which involves injury or property damage which may result in the filing of a claim or lawsuit against HASC and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- B. Any third party claim or lawsuit filed against HASC arising from or related to services performed by HASC under this MOU. Such report shall be submitted to COUNTY within twenty-four (24) hours of

occurrence.

C. Any injury to an employee of HASC that occurs on COUNTY property. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

D. 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. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

XVIII. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

HASC shall establish a procedure acceptable to SSA to ensure that all employees, volunteers, consultants, or agents 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 employee, volunteer, consultant or agent 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 will comply with the provisions of these code sections as they now exist or as they may hereafter be amended.

XIX. ~~COPYRIGHT ACCESS~~

~~The Department of Health and Human Services, the California Department of Social Services, and COUNTY shall have a royalty-free, nonexclusive and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this MOU including those covered by copyright.~~

XX. 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 clients are served.

XXI. RESOLUTION OF CONFLICTS

For resolution of conflicts between SSA and OCCC 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 Adult Services and Assistance Programs, or designee and the Executive Director of HASC.

XXII. CONFLICT OF INTEREST

A. HASC shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to HASC's employees, agents, relatives, subcontractors, and third parties associated with accomplishing the work hereunder.

B. HASC's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.

XXII. WAIVER

No delay or omission by either Party hereto to exercise any right or power accruing upon any noncompliance or default by the other Party with respect to any of the terms of this MOU shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or MOUs to be performed by the

other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or MOU herein contained.

XXIII. RETENTION OF RECORDS

HASC and SSA agree to retain all documents pertinent to this MOU for five (5) years from the termination of this MOU, or until all pending Federal, State, and COUNTY audits are completed, whichever is later.

XXIV. NOTICES AND CORRESPONDENCE

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

SSA: County of Orange Social Services Agency
Contract Services
888 North Main Street
Santa Ana, CA 92701

AND

~~County of Orange Social Services Agency
Medi-Cal Specialization Regional Centre
Attn: District Manager, Elaine Gourdin
1200 N. Main St., Suite 700
Santa Ana, CA 92701~~

HASC:

Hospital Association of Southern California
~~Attn: Catherine Winans, Senior Vice President~~
Attn: Vice President--Public Resources
~~515 South Figueroa St., Suite 1300~~
12383 Lewis St., Suite 101

~~Los Angeles, CA 90071-3300~~

Garden Grove, CA 92840

B. 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 notices, claims, correspondence, reports and/or statements authorized or required by this MOU addressed in any other fashion shall be deemed not given. SSA and HASC may mutually agree in writing to change the addresses to which notices are sent.

XXV. FORCE MAJEURE

A. COUNTY shall be excused from performance hereunder and neither HASC nor Participating Hospitals shall seek any damages suffered by HASC or Participating Hospitals respectively during any period of time during the term of this MOU as a result of COUNTY being prevented from performing any service pursuant hereto, in whole or in part, as a result of an Act of God, War, civil disturbance, labor dispute, fire, court order, or any change in State and/or Federal regulations or legislation or court decision which determines the services to be provided hereunder are illegal or not eligible for State and/or Federal reimbursement or other cause beyond COUNTY's reasonable control including shortages or fluctuation in electrical power, telephone failure, heat or air conditioning deficiencies or fluctuations which disrupt the performance of COUNTY's equipment.

B. Additionally, COUNTY shall be held harmless for any damages suffered by HASC and/or Participating Hospitals as a result of COUNTY's ETs not being present to perform at the locations of Participating Hospitals.

XXVI. CONFLICT RESOLUTION

A. The Contract Officers shall have authority to identify, discuss and resolve disputes or problems regarding the administration of this MOU. Operational matters shall be discussed and resolved by the Contract Liaisons.

1. Either Party's Contract Officer may give written notice to the other Contract Officer setting forth in specific terms the existence and nature of a dispute or problem.
2. The Contract Officers shall have fifteen (15) business days to resolve the dispute, provided, however, by mutual consent such period of time may be extended not to exceed an additional thirty (30) calendar days.

B. In the event the Contract Officers are unable to resolve the dispute or problem, it shall be submitted to the Director of SSA and HASC's Vice-President of the Division of Indigent Care hereinafter referred to as "DIRECTORS."

1. When possible, the Contract Officers shall prepare a joint statement of the facts and MOU provisions, if any, which pertain to the dispute or problem, within seven (7) business days, for consideration by the DIRECTORS.
- ~~2. When the Contract Officers determine that it is not possible to prepare a joint statement concerning the dispute or problem, each shall prepare a separate statement within seven (7) business days for consideration by the DIRECTORS.~~
- ~~3. The DIRECTORS shall have thirty (30) calendar days from the date upon which the joint or separate statements have been submitted to them within which to make reasonable attempts to mutually resolve the dispute or problem.~~
- ~~4. In the event the DIRECTORS are unable to resolve the dispute or problem within the thirty (30) days as stated in Subparagraph 3,~~

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~~above, the Parties shall submit the matter to an administrative hearing conducted by an independent third party as set forth in Subparagraph XXVI.C, below.~~

~~C. If the matter is submitted for review by an independent third party, the Parties shall jointly select the independent third party. The fees and expenses of any administrative hearing, not including expenses incurred by a Party for its benefit, shall be borne equally by each Party. Any administrative hearing process shall be conducted in accordance with the State of California Code of Civil Procedure Section 1282 et seq, including Section 1283.05, but such hearing shall be advisory only, unless the Parties formally elect binding arbitration prior to commencement of the hearing.~~

~~At the conclusion of the hearing, the hearing officer shall make findings and recommendation. The decision shall be reviewable in the appropriate court.~~

XXVII. TERMINATION PROVISIONS

- A. SSA may terminate this MOU without penalty immediately with cause or after thirty (30) calendar days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of HASC. Exercise by SSA of the right to terminate this MOU shall relieve SSA of all further obligations under this MOU.
- B. Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.
- C. The obligations of SSA under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget

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approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA may immediately terminate or modify this MOU, without penalty. The decision of SSA shall be binding on HASC. SSA shall provide HASC with written notification of such determination. HASC shall immediately comply with SSA's decision.

- D. If any provision of this Agreement or the application thereof is held invalid, the remainder of this Agreement shall not be affected thereby.

XXVIII. GENERAL PROVISIONS

- ~~A. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and HASC or any of HASC's agents, employees, or volunteers. HASC assumes exclusively the responsibility for the acts of its agents, employees, or volunteers as they relate to services to be provided during the course and scope of their employment.~~
- ~~B. HASC, its agents, employees, and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.~~
- ~~C. This MOU fully expresses all understandings of the Parties and is the total agreement between the Parties as to the subject matter of this MOU. No addition to, or alteration of, the terms of this MOU, whether written or verbal, by the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU which is formally approved and executed by both Parties.~~
- ~~D. This MOU shall be governed by the laws of the State of California.~~

- A. It is recognized by each of the Parties that COUNTY ET(s) will not be present at all times to take Medi-Cal applications for potentially eligible persons who present themselves at Participating Hospitals, and it is mutually understood that COUNTY assumes no liability for any loss

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of revenue or other damage which may be incurred by HASC or Participating Hospitals in connection with the absence of ET(s).

- B. It is recognized by each of the Parties that in the event SSA determines the Participating Hospital facilities to be inadequate, SSA may refuse to assign an ET(s) to the hospital and/or immediately remove ET(s) previously assigned.
- C. With the exception of client records or other records referenced in Paragraph XIII, entitled Confidentiality, all records, including but not limited to, reports, audits, notices, claims, statements and correspondence, required by this MOU may be subject to public disclosure. SSA shall not be liable for any such disclosure.
- D. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SSA and any of HASC's agents or employees.
- E. 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.
- F. 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.
- G. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement will have the same force and

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effect as if the original had been signed by all the parties.

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WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, State of California, as attested to below.

By: _____
Michael F. Ryan, Director
County of Orange
Social Services Agency

By: _____
James Barber, President/CEO
Hospital Association of
Southern California

Dated: _____

Dated: _____

Approved As To Form
County Counsel
County of Orange, California

By: _____
Deputy

Dated: _____

Attachment 1

LIST OF PARTICIPATING HOSPITALS

Following is a listing of participating hospitals. The Contract Officers may mutually agree in writing to add, delete, or otherwise modify this list.

Anaheim Memorial Medical Center 1111 W. La Palma Avenue Anaheim, Ca 92803	Anaheim's Women's Clinic 2100 W Lincoln Avenue, Suite A Anaheim, CA 92801
Chapman Medical Center 2601 E. Chapman Ave Orange, CA 92669-3296	Children's Hospital of Orange County 455 S. Main Street Orange, CA 92668
Coastal Community Hospital 2701 S. Bristol St. Santa Ana, CA 92704	Fountain Valley Regional Hospital & Medical Center 17100 Euclid Street Fountain Valley, CA 92708
Garden Grove Hospital & Medical Center 12555 Garden Grove Blvd. Garden Grove, CA 92643	Hoag Memorial Hospital Presbyterian 301 Newport Blvd. Newport Beach, CA 92663
Huntington Beach Medical Center 17772 Beach Blvd Huntington Beach, CA 92647	Mission Hospital Regional Medical Ctr 27700 Medical Center Road Mission Viejo, CA 92691
Saddleback Memorial Medical Center 24451 Health Center Drive Laguna Hills, CA 92653	Saint Joseph Hospital 1100 W. Stewart Orange, CA 92868
Saint Jude Medical Center 101 E. Valencia Mesa Dr Fullerton, CA 92835-4138	UCI Administration Registration 101 City Dr South, Bldg. 25 Orange, CA 92868
UCI Family Health 800 N Main St Santa Ana Ca 92701	UCI Medical Center 101 City Drive South, Bldg 25 Orange, CA 92868
West Anaheim Medical Center 3033 W. Orange Anaheim, CA 92804	Western Medical Center/Anaheim 947 S. Anaheim Blvd, Ste. 240 Anaheim, CA 92805
Western Medical Center/SA Clinic for Women 1241 W. 17 th St., Ste. #1 Santa Ana, CA 92706	Western Medical Center/Santa Ana 1301 N. Tustin Ave Santa Ana, CA 92705

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 _____, 2015, 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:

ATTACHMENT B

COUNTY

County of Orange
Social Services Agency
888 N. Main Street
Santa Ana, CA 92701-3158
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

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DONOR

Hospital name and address

ATTACHMENT B

IN WITNESS WHEREOF, the parties have executed this MOU the day and year first above written.

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____
Deputy County Counsel

Date: _____

CEO/Risk Management

By _____

RECOMMENDED FOR APPROVAL
SOCIAL SERVICES AGENCY

By _____
Carol Wiseman, Chief Deputy Director

By _____
Mike Walsh, Facilities Services Manager

DONOR

Hospital

By _____

Date

COUNTY

COUNTY OF ORANGE

Scott Mayer, Chief Real Estate Officer
County Executive Office
Per Minute Order dated 12/10/2002 of the
Board of Supervisors

Date: _____