

School District Partnership Agreement

Memorandum of Understanding (MOU)

Health Insurance School-Based Outreach and Enrollment School Campaign

Newport-Mesa Unified School District "DISTRICT" and Community Health Initiative of Orange County
"CHI OC"

Purpose:

The purpose of this partnership is to maintain an effective working relationship between the two parties and ensure that both parties participate in outreach and enrollment efforts that work towards the overall goals and objective of the Program as stated below.

Program Goal:

To implement, support, and coordinate county-wide programs for health insurance enrollment, retention, and care coordination support for all uninsured children and families in Orange County.

Program Objectives:

- To enroll all eligible children and adults into community health and social services programs
- To ensure all children and families utilize their health and social services programs
- To educate families on how to navigate these programs and services
- To retain children and families who are enrolled in these programs through our care coordination model

Participation Commitments of Contracted Agency:

1. Provide adequate space to ensure confidentiality of client interviews and application assistance sessions. Assistance may be provided by scheduled appointments or walk-ins.
2. Where applicable, provide access to photocopier, fax machine, electrical outlet and other resources as needed to conduct completion of applications. In some sites provide space for CHI OC's own photocopier.
3. Communicate to CHI OC staff and management with regard to office closures or any schedule changes by contacting the Director of Programs and Policy at (714) 619-4050.
4. Supervisors are to communicate immediately to CHI OC management of any member complaints or unsafe circumstances that may cause an unsafe working environment.
5. Enrollment Site:
HOPE Clinic
2045 Meyer Place
Costa Mesa, CA 92627

Participation Commitments of Collaborative Partner:

CHI OC will perform the following functions:

1. Provide services on an in-kind basis
2. Provide copy paper for CHI OC staff for use at site photocopiers and fax machines
3. CHI OC provides staff with cellular phones, portable laptops, and multi-function printers
4. Maintain a schedule of Certified Application Counselor (CAC) coverage at these sites and update as needed
5. Maintain confidentiality of all family information that might be obtained during the course of the enrollment and care coordination activities.
6. CHI OC staff will NOT have unsupervised student contact without parent/guardian or district staff.
7. CHI OC will sign, by an authorized signatory, and return Exhibit A, to the district upon execution of this Agreement. An authorized signatory is an individual authorized to bind the organization to the provisions of the MOU. No services shall commence until all employees/agents providing services in accordance with the MOU have been background checked by CHI OC.

Term:

The term of this agreement shall begin **July 1, 2019** through **June 30, 2024**. This Agreement is subject to termination by either party upon 30-day written notice prior to the end of the term date.

Hold Harmless:

1. CHI OC agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees ("INDEMNITEES") from every claim or demand made and every liability, loss, damage or expense, negligence (including the active or passive negligence of INDEMNITEES as allowed by law), causes of action, costs, expenses, or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or regardless of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for:
 - i. Death or bodily injury to person;
 - ii. Injury to, loss or theft of property; or
 - iii. Any other loss, damage or expense arising out of i or ii above, sustained by the CHI OC or any person, firm or corporation employed by the CHI OC, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, to the extent resulting from CHI OC's negligence or other wrongful negligence, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
 - b. Any injury to or death of any persons, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property to the extent caused by any wrongful act, neglect, default, or omission of the CHI OC, or any person, firm or corporation employed by the CHI OC, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages

which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

- c. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.
- d. CHI OC's Indemnification includes any loss sustained by INDEMNITEES, and each of them, whether resulting from claims brought by third parties or sustained directly by any of the INDEMNITEES, as a result of 1) CHI OC or any subcontractor's failure to implement and maintain appropriate data security or cybersecurity measures; 2) any data breach in which the DISTRICT's confidential information or privileged and confidential information is released, exposed, lost, or stolen as a result of CHI OC's performance of services or otherwise arising from this AGREEMENT; 3) computer viruses, denial of service attacks, and other technologically harmful materials that harm or infect any of the INDEMNITEES' electronic equipment, software, data, or other proprietary material as a result of CHI OC's performance of Services or otherwise arising from this AGREEMENT, and 4) infringement of copyright, trademark, trade dress, invasion of privacy violations as a result of CHI OC's performance of Services or otherwise arising from this AGREEMENT, and 5) any breach by CHI OC or any subcontractor of the California Student Data Privacy Agreement, if executed.
- e. The CHI OC, at the CHI OC'S own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT and its officers, employees, agents, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT and its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

Insurance:

1. CHI OC shall, at the CHI OC'S sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering CHI OC'S and subcontractor's services and furnish to the DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. Said certificate of insurance shall be due upon execution of this AGREEMENT, or such subsequent date as agreed to by the DISTRICT. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverages shall be as follows:
 - a. General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - b. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000 per occurrence.
 - c. Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.
 - d. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$1,000,000 per occurrence.
 - e. Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.

- f. An endorsement to said policy(s) naming DISTRICT and its officers, agents and employees as additional insured while rendering services under this AGREEMENT.
- g. A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage, ten (10) days' notice if cancellation is due to nonpayment of premium.
- h. CHI OC hereby grants to the DISTRICT a waiver of any right to subrogation which any insurer of said CHI OC may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CHI OC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- i. CHI OC shall furnish the District with certificates and endorsements affecting coverage required by the AGREEMENT. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees, and volunteers are to be covered as insureds as respects to any and all liability arising out of, or pertaining to, products of the CHI OC; and with respect to liability arising out of automobiles owned, leased, hired, or borrowed by CHI OC.

The CHI OC's insurance coverage shall be primary insurance as respects to the District, it's officers, officials, employees, and volunteers. Any insurance or self-maintained by the DISTRICT, it's officers, officials, employees, or volunteers shall be excess of the CHI OC's insurance and shall not contribute with it.

Signatures:

The following authorized signatories have agreed to the above responsibilities:

Contracted Agency

Collaborative Partner

Newport-Mesa Unified School District
Agency Name

Community Health Initiative of Orange County
Agency Name

Dr. Sara Jocham, Asst. Superintendent
Agency Designee

Georgina Maldonado, Executive Director
Agency Designee

Signature



Signature

Date

6/14/19

Date

Exhibit A

CRIMINAL RECORDS CHECK CERTIFICATION
AB 1610, 1612 and 2102

To the Governing Board of Newport-Mesa Unified School District:

I/We, CHLOC certify that:
Name of CHI OC

1. I/We have carefully read and understand the Notice to CHI OCs Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed at Santa Ana, California on 6/29/08.

Date
[Signature]

Signature
Georgina Maldonado

Typed or printed name
Executive Directn

Title
1505 E. 17th St., Suite 121, Santa Ana

Address
714.619.4050

Telephone

NOTICE REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The CHI OC shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CHI OC shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Comprehensive Insurance Services 26429 Rancho Parkway South Suite 120 Lake Forest CA 92630	CONTACT NAME: Certificate Issuance Team PHONE (A/C, No, Ext): (949) 709-8800 E-MAIL ADDRESS: jeremy@thecomprehensiveinsurance.com	FAX (A/C, No): (949) 709-1668
	INSURER(S) AFFORDING COVERAGE	
INSURED Community Health Initiative of Orange County 1505 E. 17th Street, Suite 121 Santa Ana CA 92705	INSURER A: Nonprofits Insurance Alliance of California NAIC # 10023	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1810903658 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	2018-44927	10/15/2018	10/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$0 Deductible \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2018-44927	10/15/2018	10/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$0 Deductible \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Social Service Professional Improper Sexual Conduct			2018-44927	10/15/2018	10/15/2019	\$1,000,000/1,000,000 Aggregate/Occ \$1,000,000/1,000,000 Aggregate/Occ \$0 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured status applies automatically per written contract or agreement per attached endorsement CG2026

CERTIFICATE HOLDER Newport-Mesa Unified School District 2985 Bear St. Costa Mesa CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<u>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy.</u> The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II — Who Is An Insured additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.