

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**VENTURA COUNTY HUMAN SERVICES AGENCY'S**  
**COMMUNITY SERVICES DEPARTMENT**  
**AND**  
**MAXIMUS, INC.**  
**FOR COUNTY OFFICE SPACE FOR**  
**THE HEALTH CARE OPTIONS PROGRAM**

The Ventura County **Human Services Agency ("HSA") Community Services Department** (hereinafter referred to as "County") and **Maximus, Inc.** (hereinafter referred to as "**Maximus**") (each a "Party" and collectively, the "Parties") have the shared goal to inform Medi-Cal beneficiaries in Ventura County about their options under the Health Care Options ("HCO") Program. This Memorandum of Understanding ("MOU") is intended establish a mutual agreement between County and Maximus to work in coordination to maximize the effectiveness and efficiency of the goal for Maximus to provide HCO services in exchange for the use of County office space.

**I. OBJECTIVE:**

The primary objectives of this partnership are for Maximus to assist applicants and beneficiaries in navigating California's Medi-Cal managed care system; and educate beneficiaries on enrollment options, provide informing materials, capture enrollment choice and process Exemptions and Emergency Disenrollments as necessary, while the County establishes an HCO referral system, oversight, and access to appropriate office space.

**II. MAXIMUS RESPONSIBILITIES:**

Maximus responsibilities include, but are not limited to:

1. Provide education/outreach services to Medi-Cal applicants and beneficiaries on the HCO Program.
2. Provide trained, culturally and linguistically capable Enrollment Services Representatives (ESRs) to conduct scheduled HCO presentations under a mutually agreed upon published schedule.
3. Develop and implement an HCO referral document for local agency use for Medi-Cal applicants and beneficiaries in the mandatory/voluntary HCO Medi-Cal eligibility codes.
4. Sign and comply with County Information Technology policies.
5. Use the space/equipment in a safe and professional manner.
6. Provide necessary training for all agency designated staff on the HCO Program and its services for Medi-Cal eligible clients.

**III. COUNTY RESPONSIBILITIES:**

County responsibilities include, but are not limited to:

1. Provide adequate confidential workspace for preparation and presentation of HCO material.

2. Provide 24/7 badge access for specifically named Maximus personnel to the main door of the building and the doors into the office space.
3. Provide, as needed, telephone, photocopy, and fax access, usage of which is limited to the needs of the HCO Program.
4. Provide access to Internet connectivity/outlet.
5. Permit Maximus ESRs access to a County office local area network and provide ports meeting the specification listed below:

Application	Protocol	Port(s)
FTP	TCP	20, 21
ISAKMP, IPSec	UDP (DTLS)	443
HTTP	TCP	80, 8080
HTTPS	TCP	8443

6. Provide furniture (desk, table, and chair) for ESRs as well as locked desk/file area for confidential documents.
7. Permit posting of State-approved signage/materials as designated by the Department of Health Care Services/Maximus.
8. Establish an HCO referral system for Medi-Cal eligibles/beneficiaries to ESRs.
9. Contact Sara Summersett McGhee at (916) 364-6610 in the event of an emergency or to discuss issues regarding Maximus on-site employees.

#### **IV. MUTUAL RESPONSIBILITIES:**

- A. Each Party will advise the other Party of media inquiries received on HCO in order to maintain unified messaging across entities.
- B. Each Party will ensure that the other Party has an opportunity to preview materials, messaging, etc. before communication goes out to eligibles/beneficiaries. This will ensure both Parties maintain consistent and complementary messaging to the community.
- C. Both Parties shall be jointly responsible to designate contact persons as the liaison between the parties to ensure ongoing collaboration and coordination of program services and assist in developing program policies, procedures, forms and reports as may be necessary. The contact persons will address and attempt to resolve any issues, problems, or concerns that may arise under this MOU. Any disputes that cannot be resolved by the designated contact persons will be referred to the appropriate management staff of each party for disposition. The designated contact persons will maintain ongoing communication, as needed, during the term of this MOU.
- D. County commits to developing, nurturing and sustaining an equitable community; pledges to amplify the voices of under-represented communities or those who were historically excluded by removing barriers that result from racial and social injustice and inequities; strives to ensure that equity, diversity and inclusion practices are embedded at all levels of Ventura County programs, departments, service providers and stakeholders through acknowledging, analyzing and addressing the root causes of inequities; and strives to create an inclusive environment where every community member feels welcome. Parties agree that all individuals providing or receiving services or support under this MOU shall enjoy equal treatment and that no individual shall be subjected to different treatment on the grounds of race, color or national origin,

religious affiliation or non-affiliation, sex, age, disability or political affiliation, or be subjected to discrimination under this MOU.

**V. CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Maximus under this MOU which County requests in writing to be kept confidential, will not be made available to any individual or organization by Maximus without the prior written approval of the County except as authorized by law.

Medi-Cal Personally Identifiable Information (PII), as defined in the Medi-Cal Privacy and Security Agreement, includes any information that can be used to search for or identify individuals, or can be used to access their files. This includes, but is not limited to, name, Social Security number (SSN), date of birth (DOB), mother's maiden name, driver's license number, or other identification number. It also includes information that is linkable to an individual, such as medical, educational, financial, and employment information.

For all data sharing, the Parties agree to satisfy the requirements of Welfare and Institutions Code Section 14100.2 and Title 42 Code of Federal Regulations Section 431.300, as well as comply with the Medi-Cal Privacy and Security Agreement in Attachment A hereto.

Any breach of PII by either Party will be reported to the breaching Party's Privacy Officer, as defined in the breaching Party's privacy policy and processes (attached to this MOU as Attachment B) as well as the process defined in Section XIV of the Medi-Cal Privacy and Security Agreement.

**VI. NOTICES**

Any notices should be in writing sent by either electronic mail or by U.S. mail:

Maximus, Inc.  
Sara Summersett McGhee  
Contracts Director  
11050 Olson Drive, Suite 100  
Rancho Cordova, CA 95670  
Phone: 916-364-6610  
Email: [SaraSummersettMcGhee@maximus.com](mailto:SaraSummersettMcGhee@maximus.com)

County of Ventura Human Services Agency  
855 Partridge Drive  
Ventura, CA 93003  
Attn: Kathryn Scott  
805-477-7309  
Email: [Kathryn.Scott@ventura.org](mailto:Kathryn.Scott@ventura.org)

**VII. INSURANCE:**

Parties recognize each have customary insurance policies, self-insurance and/or excess insurance policies for the purposes of this MOU.

**VIII. MUTUAL IDEMNIFICATION AND LIMITATION OF LIABILITY:**

Maximus shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, volunteers and subcontractors, including, without limitation, from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of Maximus, officers, directors, agents, employees, volunteers or subcontractors.

COUNTY shall defend, indemnify, and hold harmless Maximus, its officers, directors, agents, employees, volunteers and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY or its Board of Supervisors, officers, directors, agents, employees, volunteers or subcontractors.

It is the intention of Maximus and COUNTY that the provisions of this section be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers and subcontractors. It is also the intention of Maximus and COUNTY that, where applicable, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers or subcontractors.

Limitation of Liability In no event shall either party be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if a party has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by one party against the other relating to this MOU must be made in writing and presented within one (1) year of the expiration or termination of this MOU. The total liability of one party to the other for any and all damages whatsoever arising out of or in any way related to this MOU from any cause whatsoever shall not, in the aggregate, exceed \$100,000.00. This limit on liability shall not apply to claims for bodily injury or damage to real or tangible personal property to the extent caused by the negligence or willful misconduct of party, its employees, agents, or contractors.

**IX. RELATIONSHIP OF THE PARTIES:**

This MOU does not create a partnership or a joint venture. The Parties are and shall remain wholly independent entities. Nothing in this MOU shall be construed as creating the relationship of employer and employee, or principal and agent, among the Parties or their respective agents and employees. Each Party assumes exclusive responsibility for their respective employees. The personnel providing services on behalf of COUNTY shall be under the direction, supervision and control of COUNTY or its delegee. Staff and

volunteers providing shelter services shall not obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to Owner's employees. No Party shall have authority to bind the other in any manner or to incur any obligation, debt or liability of any kind on behalf of or against the other, whether by contract or otherwise, unless such authority is expressly conferred in writing by the other Party.

**X. GENERAL PROVISIONS:**

- A. Term. This MOU shall be effective as of January 1, 2024 and shall continue in effect so long as Maximus holds the State of California Health Care Options Contract #17-94437 ("HCO Contract"), unless earlier terminated as provided in Paragraph B below.
- B. Termination. Either Party shall have the right to terminate this MOU for any reason upon thirty (30) days' notice to the other Party. This MOU may also be terminated by Maximus without prior notice if (i) the HCO Contract is terminated for any reason or (ii) the State of California directs Maximus to terminate this MOU.
- C. Alterations of Terms- It is mutually agreed that this MOU may be modified or amended upon written mutual consent of the Parties.
- D. Fiscal. The Parties agree that there are no financial obligations between the Parties for the activities covered herein. Each Party will bear any costs it incurs in performing its role under this MOU.
- E. All Parties shall comply with and respect all applicable rules, laws, regulations and policies regarding confidentiality of client information.

WHEREFORE, this MOU has been entered into by the undersigned as of the Effective Date.

<b>Maximus, INC.</b>  <hr/> <b>Authorized Signature</b>  <u>HUNTER FEDE</u> <b>Printed Name</b>  <u>GENERAL COUNSEL</u> <b>Title</b>  <hr/> <b>Date</b>	<b>County of Ventura</b>  <hr/> <b>Authorized Signature</b>  <u>MELISSA LIVINGSTON</u> <b>Printed Name</b>  <u>DIRECTOR, HSA</u> <b>Title</b>  <hr/> <b>Date</b>
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