

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HUNTINGTON BEACH
AND ORANGE COAST MEMORIAL MEDICAL CENTER**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on July 1, 2021, by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California (hereinafter referred to as “City”), and Orange Coast Memorial Medical Center (hereinafter referred to as “OCMMC.”)

WHEREAS, OCMMC began serving the citizens of Huntington Beach as a member of the HBCOA Board of Directors in 2004, to enhance quality of life for Huntington Beach seniors;

WHEREAS, City and OCMMC are committed to the provision of services to frail, homebound seniors through the city’s Senior Services Care Management Program; and

WHEREAS, OCMMC wishes to continue their commitment to the citizens of Huntington Beach by enhancing programs and services offered to meet the needs of the community; and

WHEREAS, OCMMC wishes to enter into an agreement with the City to advance their level of support to the Huntington Beach Community; and

NOW, THEREFORE, OCMMC and the City of Huntington Beach agree as follows:

SECTION 1. TERM

This MOU will become effective on the date it is approved by the City Council of the City and shall be for a term of five (5) years. 120 days written notice must be given of party’s intent to terminate.

SECTION 2. OBLIGATIONS OF CITY

The obligations of City pursuant to this Agreement shall be as follows:

- Signage outside the Senior Services Care Management area noting OCMMC as a sponsor of Senior Services Care Management.

- Social Services Care Management staff shall provide OCMMC's Community Benefit staff with a quarterly report of activities and outcomes data, including but not limited to, number of persons served, services provided, client survey data and other outcomes.
- Monthly recognition of OCMMC in Outlook on Active Aging as a sponsor of Senior Services Care Management.
- Monthly recognition of OCMMC in Outlook on Active Aging newsletter as "Lifetime" plaque sponsor.
- Acknowledgement at City Council meeting via a Council Commendation to OCMMC for their commitment to Senior Services Care Management.
- OCMMC will have, at minimum, quarterly opportunities to provide free wellness and enrichment programs at the Senior Center in Central Park.

SECTION 3. OBLIGATIONS OF OCMMC

OCMMC shall provide City with the following;

- Annual Donation of \$25,000.00 to the City of Huntington Beach for Care Management for five (5) consecutive years.
- Annual meeting with Senior Services Staff to determine program schedule.

SECTION 4. ACCESS TO CITY MARKS AND LOGOS

OCMMC shall have the right to use the official Huntington Beach City logo, surfboard logo, and City's "Surf City Huntington Beach" trademark with the prior written approval of City's Director of Community and Library Services, or his or her designee, before using any of these logos or trademark,. Note: The surfboard logo is not the property of the City. Neither logo will be used by OCMMC for commercial purposes.

SECTION 5. HOLD HARMLESS

OCMMC shall protect, defend, indemnify, and hold harmless City, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs (including without limitation, costs and fees of litigation of every nature) arising out of or in connection with performance of this MOU or its failure to comply with any of its obligations contained in this MOU except such loss or damage which was caused by the sole negligence or willful misconduct of City and shall similarly require all subcontractors to waive subrogation.

SECTION 6. GENERAL LIABILITY INSURANCE

In addition to the workers' compensation insurance and OCMMC covenant to indemnify City, OCMMC shall obtain and furnish to City, a policy of general public liability insurance. Said policy shall indemnify OCMMC, its officers, agents, and employees, while acting within the scope of their duties, against any and all claims arising out of or in connection with this agreement, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of \$1,000,000 per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than \$1,000,000. Said policy shall name City, its agents, its officers, employees, and volunteers as Additional Insured, and shall specifically provide that any other insurance coverage which may be applicable shall be deemed excess coverage and that insurance shall be primary.

Under no circumstances shall the above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

SECTION 7. ASSIGNING AS BREACH

Neither party shall encumber, assign, or otherwise transfer this MOU, or any right or

interest in this MOU, without the express written consent of the other party. A consent by a party to one assignment or transfer to another person shall not be deemed to be a consent to any subsequent assignment or transfer to another person. Any encumbrance, assignment or transfer, without the prior written consent of the other party, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the other party, terminate this MOU.

SECTION 8. TERMS BINDING ON SUCCESSORS

All the terms, covenants, and conditions of this MOU shall inure to the benefit of and be binding upon the parties and their successors and assigns. The provisions of this section shall not be deemed as a waiver of any of the conditions against assignment hereinbefore set forth.

SECTION 9. CONFLICT OF INTEREST

OCMMC shall employ no City official nor any regular City employee in the work performed pursuant to this MOU. No officer or employee of City shall have any financial interest in this MOU in violation of the applicable provisions of the *California Government Code*.

SECTION 10. PHOTOGRAPHY

City may grant permits to persons engaged in the production of still and motion pictures, television programs, advertising, and related activities, to take photographs and/or motion pictures of Senior Center activities. However, consistent with good safety practices, City will endeavor to give 24-hour advance notification of such activities to OCMMC.

SECTION 11. NONDISCLOSURES/PRESS RELEASES

OCMMC shall consult with City prior to issuing any press releases or otherwise making any public statements with respect to this MOU, the transactions contemplated herein, or matters arising herefrom.

SECTION 12. CUMULATIVE REMEDIES

The remedies given to the parties in this MOU shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this MOU.

SECTION 13. WAIVER OF BREACH

The waiver by City of any breach by OCMMC of any of the provisions of this MOU, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such breach or a waiver of any subsequent breach by either of the same or another provision of this MOU.

SECTION 14. FORCE MAJEURE - UNAVOIDABLE DELAYS

Should the performance of any act required by this MOU to be performed by either City or OCMMC be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

SECTION 15. NOTICE

Any written notice, given under the terms of this MOU, shall be either delivered personally or mailed, certified mail, postage prepaid, addressed to the party concerned, as follows:

City

Director of Community and
Library Services
City of Huntington Beach
2000 Main Street, P.O. Box 190
Huntington Beach, CA 92648
Phone: (714) 536-5291

Orange Coast Memorial Medical Center
18111 Brookhurst Street
Fountain Valley, CA 92708
(714) 378-7000

If a party desires to change the address for notices set forth herein, said party will provide 30 days advance written notice to the other party of any such change.

SECTION 16. ATTORNEY'S FEES

In the event suit is brought by either party to enforce the terms and provisions of this MOU or to secure the performance hereof, each party shall bear its own attorney's fees. The prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

SECTION 17. CONTROLLING LAW AND VENUE

The rights and liabilities of the parties, and the interpretation and construction of this MOU, shall be determined in accordance with the laws of the State of California. Any controversy arising out of or under this MOU, if litigated, shall be adjudicated in a court of competent jurisdiction in Orange County, California.

SECTION 18. SECTION TITLES

The section titles in this MOU are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of this MOU or in any way affect this MOU.

SECTION 19. TIME OF ESSENCE

Time is of the essence with respect to all provisions of this MOU in which a definite time for performance is specified including, but not limited to, the expiration of this MOU.

SECTION 20. SURVIVAL OF INDEMNITIES

Termination of this MOU shall not affect the right of City to enforce any and all indemnities given or made by OCMC under this MOU, nor shall it affect any provision of this MOU that expressly states that the provision shall survive termination thereof.

SECTION 21. NONLIABILITY OF CITY OFFICIAL, EMPLOYEES OR AGENTS

No elective or appointed City or City affiliated board, commission or member thereof, or officer, official, employee or agent of City shall be personally liable to OCMMC, its successors and assigns, of any default or breach by City under this MOU or for any amount which may become due to OCMMC, its successors and assigns, under this MOU or for any obligation of City under this MOU.

SECTION 22. MOU IN WRITING

This MOU contains and embraces the entire agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any other agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by City and OCMMC, or their successors in interest.

SECTION 23. PARTIAL INVALIDITY

Should any provision of this MOU be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this MOU shall remain in full force and effect unimpaired by the holding, so long as the reasonable expectations of the parties hereto are not materially impaired.

SECTION 24. NO TITLE INTEREST

No title interest of any kind is hereby given and OCMMC shall never assert any claim or title to Senior Center in Central Park or any other public property. Any use of Senior Center in Central Park by OCMMC is non-exclusive.

SECTION 25. ENTIRETY

The foregoing sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by and through their authorized officers the day, month, and year first above written.

ORANGE COAST MEMORIAL MEDICAL CENTER, a California nonprofit public benefit corporation:

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By: _____

Mayor

print name
ITS: (circle one) Chairman/President/Vice President

ATTEST:

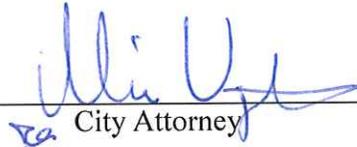
AND

By: _____

City Clerk

print name
ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary – Treasurer

APPROVED AS TO FORM:



City Attorney

REVIEWED AND APPROVED:

INITIATED AND APPROVED:

City Manager



Director of Community and Library Services

Certificate Of Completion

Envelope Id: DDD0FEE6B5D94A72A32155E204B2AD53	Status: Completed
Subject: Senior Svcs Care Management Program MOU (21020522) between OCMC & City of HB is ready for eSignature	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Linda Song
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	17360 Brookhurst St # 160
	Fountain Valley, CA 92708
	Isong@memorialcare.org
	IP Address: 192.96.41.80

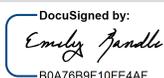
Record Tracking

Status: Original	Holder: Linda Song	Location: DocuSign
7/14/2021 9:22:26 AM	Isong@memorialcare.org	

Signer Events

Emily Randle
erandle@memorialcare.org
COO, OCMC
OCMC
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

B0A76B9F10FE4AF...
Signature Adoption: Pre-selected Style
Using IP Address: 192.96.41.21

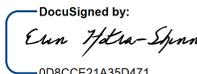
Timestamp

Sent: 7/14/2021 11:43:59 AM
Viewed: 7/14/2021 12:49:03 PM
Signed: 7/14/2021 12:49:22 PM

Electronic Record and Signature Disclosure:

Accepted: 7/14/2021 12:49:03 PM
ID: 59738fbc-5f1a-4749-8613-bc22b6ae3146

Erin Hotra-Shinn
EHotraShinn@MemorialCare.org
VP, Strategy & Bs Development
OCMMC
Security Level: Email, Account Authentication (None)

DocuSigned by:

0D8CCE21A35D471...
Signature Adoption: Pre-selected Style
Using IP Address: 192.96.41.21

Sent: 7/14/2021 11:43:59 AM
Viewed: 7/14/2021 11:46:25 AM
Signed: 7/14/2021 11:47:07 AM

Electronic Record and Signature Disclosure:

Accepted: 7/14/2021 11:46:25 AM
ID: 791b0ef8-57e9-48d7-89bf-349b60894ce3

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Beth Hambelton
BHambelton@memorialcare.org
Security Level: Email, Account Authentication (None)


Using IP Address: 192.96.41.21

Sent: 7/14/2021 9:37:28 AM
Viewed: 7/14/2021 11:37:43 AM
Completed: 7/14/2021 11:43:59 AM

Electronic Record and Signature Disclosure:

Accepted: 7/14/2021 11:37:43 AM
ID: e5fdf9a2-090d-4d45-bf6f-6cdddae0ad9b

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Chris Slama CSlama@surfcity-hb.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/14/2021 12:49:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/14/2021 9:37:28 AM
Certified Delivered	Security Checked	7/14/2021 11:46:25 AM
Signing Complete	Security Checked	7/14/2021 11:47:07 AM
Completed	Security Checked	7/14/2021 12:49:24 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Memorial Health Services Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Memorial Health Services Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rshepherd@memorialcare.org

To advise Memorial Health Services Corporation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rshepherd@memorialcare.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Memorial Health Services Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rshepherd@memorialcare.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Memorial Health Services Corporation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to rshepherd@memorialcare.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Memorial Health Services Corporation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Memorial Health Services Corporation during the course of my relationship with you.