

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.35
(ID # 16766)

MEETING DATE:

Tuesday, August 17, 2021

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH: Ratify and Approve Emergency COVID-19 Memorandum of Understanding between Inland Empire Health Plan and Riverside County for COVID-19 211 Nurses Answering Line Services, All Districts. [\$129,334, 100% Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the memorandum of understanding (MOU) and Amendment No. 1 (Amendment) between Inland Empire Health Plan (IEHP) and Riverside County for COVID-19 211 Nurses Answering Line (NAL) Services in the amount of \$129,334 for the period of performance of March 13, 2020 through December 31, 2020; and
2. Authorize the Chair of the Board to sign the MOU and Amendments on behalf of the County.

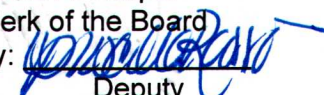
ACTION:Policy


Kim Saruwatari, Director of Public Health 8/5/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 17, 2021
xc: RUHS-Public Health

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|-------------------------------|---------------------|
| COST | \$ 129,334 | \$ 0 | \$ 129,334 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% Federal Funds | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 20/21 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in the State of California as a result of COVID-19 and issued additional declarations and executive orders due to the ongoing nature of the emergency. On March 8, 2020, the Riverside County Public Health Officer proclaimed a local public health emergency in response to the increase of new COVID-19 cases diagnosed in Riverside County. The public health emergency and the increasing number of COVID-19 patients at the Medical Center made it clear that emergency response and communications were crucial.

The Riverside University Health System - Public Health (RUHS-PH) entered into an agreement in March 2020 with the Inland Empire Health Plan (IEHP) for Nurse Answering Line Services (NAL). This service was necessary to respond to and keep up with the high volume of calls from the public, who looked to RUHS-PH for direction when seeking medical care or for answers to their questions related to COVID-19.

RUHS-PH is requesting that the Board of Supervisors ratify the MOU and Amendment with IEHP for NAL services entered into by RUHS-PH in response to the COVID-19 local health emergency.

Impact on Citizens and Businesses

The Nurse Answering Line services during the COVID-19 pandemic quickly provided phone advice to concerned individuals with questions about COVID-19.

SUPPLEMENTAL:

Additional Fiscal Information

County General Funds will not be required. All costs associated with this MOU will be funded via CARES allocation.

Contract History and Price Reasonableness

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Due to the emergent and uncertain nature of COVID-19 billing and reimbursement by state, federal and other sources, the parties were unable to determine if compensation would be available to IEHP as of the date of execution of the MOU. The contract was originally entered into with zero-dollar value with the understanding that IEHP reserved the right to request compensation for services rendered under the MOU from the County of Riverside. There was no competitive bidding process as Ordinance 459 allows for award of contracts with any federal, state, or local government agency without bidding due to the nature of collaboration and partnership of beneficial programs between government entities. IEHP is a joint powers authority between the County of Riverside and the County of San Bernardino.

ATTACHMENTS:

- Memorandum of Understanding with IEHP
- Amendment No. 1


Tina Grande, Director of Purchasing and Fleet Services 8/5/2021


Jacqueline Ruiz, Sr. Management Analyst 8/11/2021


Gregory H. Priamos, Director County Counsel 8/5/2021

**FIRST AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF RIVERSIDE
AND**

**INLAND EMPIRE HEALTH PLAN
(COVID-19 211 Nurse Answering Line Service)**

| | |
|------------------------------|--|
| Original Contract Term: | Date of Execution through April 30, 2020 |
| Contract Term Extended to: | December 31, 2020 |
| Effective Date of Amendment: | May 1, 2020 |
| Maximum Contract Amount: | \$129,333.33 |

The 211 nurse answering line service memorandum of understanding (“MOU”) between Riverside County, a political subdivision of the State of California, through its Department of Public Health, herein referred to as (“COUNTY”) and Inland Empire Health Plan, a local public entity of the State of California, herein referred to as (“IEHP”), (collectively referred to as “Parties” and individually as “Party”), entered into as of March 13, 2020 is here amended as follows:

1. Section 2, PERIOD OF PERFORMANCE, is hereby amended to extend the term of this MOU to December 31, 2020.
2. To establish the maximum amount of compensation to IEHP by COUNTY in the amount of one hundred twenty-nine thousand dollars (\$129,333.33).
3. Except as amended hereby, all of the other terms and conditions of the Agreement are to remain in full force and effect.
4. The Parties certify that the individual signing below has authority to execute this AMENDMENT on behalf of each Party and may legally bind each Party to the terms and conditions of this AMENDMENT, and any attachments hereto.


[SIGNATURE ON PAGE TO FOLLOW]

AUG 17 2021 3.35

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.


**COUNTY OF RIVERSIDE, a
Political subdivision of the State of
California:**

INLAND EMPIRE HEALTH PLAN:

| | |
|---------------------------------------|---|
| By: <u>Karen S. Spiegel</u> | By: <u></u> |
| Name: Karen Spiegel | Name: Jarrod McNaughton, MBA, FACHE |
| Title: Chair of the Board Supervisors | Title: Chief Executive Officer |
| Date: <u>AUG 17 2021</u> | Date: <u>12/16/2020</u> |

ATTEST:

Kecia Harper,
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel
By: 
Martha A. Knutson

MEMORANDUM OF UNDERSTANDING

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

COUNTY OF RIVERSIDE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by and between Inland Empire Health Plan (“IEHP”), a local public entity of the State of California, and the County of Riverside (“COUNTY”), a political subdivision of the State of California, (hereinafter collectively referred to as “Parties” and individually as “Party”) with references to the following facts:

WHEREAS, in January 2020, a highly infectious disease known as novel coronavirus (COVID-19) was identified by world organizations, impacting over 75 countries, including the United States;

WHEREAS, in January and February 2020, the United States identified confirmed cases of COVID-19 in Washington and California with some resulting in death;

WHEREAS, on March 4, 2020, the State of California declared a state of emergency as a result of the COVID-19 outbreak due to the rising number of confirmed cases and anticipated complications from those infected, including potential deaths (see <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf>);

WHEREAS, on March 8, 2020, the COUNTY declared a local health emergency due to confirmed cases of COVID-19 within the County;

WHEREAS, as of March 10, 2020, the Centers for Disease Control (CDC) reported that there are more than 110,000 cases of COVID-19 worldwide with over 4,600 deaths, and in the United States, there are over 500 confirmed cases, with 19 cases resulting in death (see <https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020>; <https://www.cdc.gov/media/releases/2020/t0309-covid-19-update.html>);

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a worldwide pandemic (see <https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020>);

WHEREAS, as of March 11, 2020, the COUNTY has confirmed six (6) cases of COVID-19;

WHEREAS, the County of Riverside Department of Public Health requested support and assistance from Inland Empire Health Plan (IEHP) to assist the COUNTY in providing accurate and timely information to its residents regarding COVID-19; and

WHEREAS, IEHP, as the leading Medi-Cal health plan in the Inland Empire, seeks to cooperate in supporting the COUNTY'S request.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. SERVICES

- A. Description Of Services. IEHP shall provide nurse support, advice and guidance regarding COVID-19 as set forth in Attachment A, attached hereto, and incorporated herein by reference.
- B. Scope Of Services. IEHP shall furnish labor necessary to perform in a complete, skillful and professional manner all those services described in Attachment A.

2. PERIOD OF PERFORMANCE

The term of this MOU shall become effective as of the date of the last signatory to execute this MOU and shall continue in effect for an initial term of sixty (60) days unless terminated as specified in Section 7 (TERMINATION PROVISION). The parties will have the option to renew this MOU for an additional sixty (60) days upon written confirmation and agreement by both Parties.

3. COMPENSATION

Due to the emergent and uncertain nature of COVID-19 billing and reimbursement by state, federal or other sources, the Parties are unable to determine if compensation will be made to IEHP as of the date of execution of this MOU. The parties agree that IEHP reserves its right to request compensation for services rendered under this MOU from COUNTY. If a funding source is available for this service by the State of California, federal or other sources for which COUNTY may receive reimbursement for these services, the Parties agree to discuss reimbursement of IEHP for these services at a rate to be determined in those discussions at a future date.

4. INDEPENDENT CONTRACTOR

It is understood and agreed that IEHP is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Neither party's officers, agents, employees or subcontractors, shall be entitled to any benefits payable to employees of the other party, including Workers' Compensation Benefits.

IEHP acknowledges that it retains all employer obligations for IEHP staff providing services under this MOU. COUNTY shall not be, or be construed to be, the employer of these staff for any purpose whatsoever. IEHP shall be solely liable and responsible for all employer obligations, if any, with respect to such staff. Such obligations shall include, but are not limited to, any payment of salary and all other compensation and fringe benefits; responsibility for

federal and State withholding taxes and Social Security taxes; compliance with and responsibility for all applicable federal and State wage/hour obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits, and contributions to employment-related insurance and similar programs.

5. INDEMNIFICATION

COUNTY shall defend, indemnify and hold IEHP, its Regents, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, Special Districts, their directors, officers, agents, Board of Supervisors, elected officials or employees; however, this indemnification shall not apply to professional services performed by IEHP or any of its subcontractors, independent contractors, or employees, on behalf of COUNTY under this Agreement. Liability resulting from professional acts or omissions of the IEHP shall be subject to the terms of Exhibit B.

IEHP agrees to defend, indemnify and hold harmless COUNTY, Special Districts, their respective directors, officers, Board of Supervisors, elected officials, agents, employees, and independent contractors from any and all liability whatsoever, based or asserted upon any act or omission of IEHP, its Regents, directors, officers, agents, employees, independent contractors, or subcontractors, or any breach of this Agreement but only in the proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of IEHP, its officers, directors, agent, employees or independent contractors; however, this indemnification shall not apply to errors or omissions relating to professional services performed by IEHP or any of its subcontractors, independent contractors, or employees, on behalf of COUNTY under this Agreement.

6. INSURANCE

Liability resulting from professional acts or omissions of IEHP or IEHP staff provided services hereunder shall be subject to the terms of **Exhibit B**, attached hereto.

The Parties recognize that, during the term of this Agreement and for a period thereafter, certain risk management issues, legal issues, claims or causes of action may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other when such issues, claims or causes of action arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or causes of action. The Parties shall, therefore, use reasonable efforts to address such risk management claims or causes of action in a cooperative manner.

7. TERMINATION PROVISION

- A. Either party may terminate this MOU, without cause, upon thirty (30) days written notice served upon the other party.
- B. Should either party determine that there is a basis for termination for cause, such termination shall be effected upon five (5) days written notice to the other party.
- C. If the performance of these services adversely impacts IEHP's health plan activities or operations, IEHP reserves the right to discontinue these services immediately. IEHP will provide as much notice as practicably possible.

8. NONDISCRIMINATION

Neither Party shall not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status or age in the performance of this MOU, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 *et seq.* of the Government Code), and Federal Civil Rights Act of 1964 (P.L. 88-352).

9. CONFLICT OF INTEREST

Neither Party shall have an interest, and shall not acquire any interest, direct or indirect, which will unlawfully conflict in any manner or degree with the performance of services required under this MOU.

10. NOTICES

All correspondence and notices required or contemplated by this MOU shall be delivered to the respective parties at the addresses set forth below, or to such other address(es) the parties may hereafter designate in writing. Delivery and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

IEHP:
Dr. Karen Hansberger
Chief Medical Officer
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730
(909) 890-2000

COUNTY:
Cameron Kaiser, MD, MPH, FAAFP
Public Health Officer
County of Riverside
Riverside University Health System,
Public Health
4065 County Circle Drive Ste 412-C
Riverside, CA 92503
+1 951 358 5416

Copy to:

Martha Ann Knutson, Esq.
Deputy County Counsel
Office of the County Counsel
3960 Orange Street, Ste 500
Riverside, CA 92501

or to such other address(es) as the parties may hereafter designate, in writing.

11. SEVERABILITY

The provisions of this MOU are severable, in whole or in part, and if any part is found to be unenforceable, the other parts shall remain fully valid and enforceable.

12. WAIVER

Waiver by either party of any breach of any one (1) or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same term or of any other term herein.

13. GOVERNING LAW; VENUE

- A. This MOU is made and entered into in the State of California and shall be construed under the laws of the State of California excluding its conflicts of law provisions.
- B. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the counties of San Bernardino or Riverside, State of California.

14. LIMITATION OF LIABILITY

Without affecting the indemnification obligations set forth in this MOU, in no event shall either party be liable for consequential, indirect, or incidental damages, including, without limitation, lost profits, arising out of the services provided under this MOU.

15. COUNTERPARTS; SIGNATURE

This MOU may be executed in one or more duplicates or counterparts, any one of which shall be deemed to be the original. The Parties' faxed signatures, and/or signatures scanned into PDF format, shall be effective to bind them to this MOU.

16. ENTIRE AGREEMENT

This MOU, including all attachments, is the entire agreement between the Parties and supersedes all prior agreements, promises, negotiations or representations, either oral or written between the Parties with respect to the subject matter and period governed by this MOU. This MOU may not be assigned or delegated, either in whole or in part, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party charged.

17. COMPLIANCE WITH LAW

The Parties shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which is hereby made a part hereof and incorporated herein by reference.

18. CERTIFICATION OF AUTHORITY TO EXECUTE THIS MOU

The Parties certify that the individual signing below has authority to execute this MOU on behalf of each Party, and may legally bind each Party to the terms and conditions of this MOU, and any attachments hereto.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding in as set forth below.

COUNTY OF RIVERSIDE, a political subdivision of the State of California:

INLAND EMPIRE HEALTH PLAN:

By: 
Procurement Contract Specialist

By: _____
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: 3/13/2020

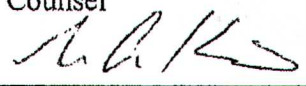
Date: _____

By: 
Karen S. Spiegel
Chair, Board of Supervisors

Date: AUG 17 2021

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:
Inland Empire Health Plan

By: 

By: _____

Name: Martha Ann Knutson

Name: Anna W. Wang

Title: Deputy County Counsel

Title: General Counsel

Date: 3/13/2020

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding in as set forth below.

COUNTY OF RIVERSIDE, a political subdivision of the State of California:

By: _____
Procurement Contract Specialist

Date: _____

INLAND EMPIRE HEALTH PLAN:

By: 
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: 3/13/2020

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: _____

APPROVED AS TO FORM:

Inland Empire Health Plan

By: 

Name: Anna W. Wang

Title: General Counsel

Date: 3/12/2020

ATTACHMENT A
SCOPE OF SERVICES

IEHP shall perform the services as described:

1. Nurses. IEHP will provide registered nurses (RN) to take calls addressing concerns from Riverside County residents related exclusively to COVID-19. The nurses will provide information, clinical advice and guidance regarding resources related exclusively to COVID-19. However, all scripts, criteria, guidance, training and any information that will be used to accomplish the services described in this MOU will be provided exclusively by the COUNTY. Calls related to non-COVID-19 conditions are not within the scope of these services and will be re-directed to the County for handling. Nurses will be based out of their assigned IEHP locations.
2. Calls. The calls will be “warm transfers” from the COUNTY’s 2-1-1 line. IEHP will provide the technical support needed to make the connection from the 2-1-1 line to IEHP’s internal lines. COUNTY agrees to provide necessary information and support to IEHP to ensure technical specifications are met.
3. Service Hours. IEHP agrees to provide nurse availability for this service Monday through Friday, 8:00 a.m. – 5:00 p.m.
4. Except as otherwise indicated in this MOU, IEHP shall provide (at IEHP’s expense) all equipment, tools, and other materials necessary to provide the services indicated herein.

EXHIBIT B

PROFESIONAL LIABILITY INDEMNITY

1.0 As an additional element of compensation to the IEHP, the COUNTY shall indemnify the IEHP and provide Professional Liability insurance to the IEHP (upon approval of County Risk Management) as provided hereunder solely and exclusively to the extent that it pertains to the Professional Services performed under this Agreement on behalf of COUNTY, including administrative services on behalf of the County, and so long as the IEHP (as defined below) follows and does not intentionally ignore COUNTY policies and procedures and other regulatory agencies' rules, laws, and standards of care or commit willful or wanton acts of negligence.

2.0 For purposes of this Exhibit, the term "IEHP" shall include:

2.1 The IEHP itself; and

2.2 The IEHP's employees and independent contractors.

3.0 The COUNTY shall, subject to the terms, limitations, exclusions, and conditions of this Agreement, including this Exhibit, indemnify, defend, and hold harmless the IEHP for any and all sums which the IEHP shall by law be held liable to pay for damages arising out of any demand for money or services by any patient or anyone claiming damages on account of bodily injury or mental injury to or death of any patient caused by or alleged to have been caused by error, omission, or negligence, active or passive, so long as it is not deemed a willful or wanton omission, error, or negligence, nor for punitive damage awards in professional services rendered or that should have been rendered by IEHP exclusively at HOSPITAL or on behalf of COUNTY, provided always that:

3.1 Such malpractice results in a claim being made or legal action commenced against the IEHP, and notice of such claim or action has been given in accordance with the provisions contained in Section 8 of this Exhibit.

3.2 There shall be no liability coverage provided hereunder for any claim or action against the IEHP for malpractice committed or alleged to have been committed prior to the effective date of the Agreement nor following termination of this Agreement except for services provided during the term of the Agreement and/or for the IEHP or physician rendering service hereunder as described in Section 2 of this Exhibit.

4.0 The indemnification promised hereby shall include all theories of liability against the IEHP regardless of whether said liability is founded on negligence or strict liability or any other rule or law attributing liability to the IEHP. Such indemnification as is afforded by this Agreement is

EXHIBIT B

PROFESIONAL LIABILITY INDEMNITY

extended to include the IEHP only while it is acting within the scope of duty pursuant to the terms of this Agreement (i.e., for patients of COUNTY performed in COUNTY facilities) and shall not apply to intentional acts or acts committed with malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against the IEHP, any act committed in violation of any laws or ordinances resulting in a criminal conviction (including professional services rendered while under the influence of intoxicants or narcotics, or any practice) or service at a non-COUNTY facility not required by the terms of this Agreement.

5.0 In providing for such indemnification, it is not the intent of either Party to waive any applicable statutory or other immunity from liability or of any claims requirements of the Government Code. For purposes of this Exhibit, said operating year shall begin with the date on which this Agreement is executed by the COUNTY Board of Supervisors and shall conclude on June 30 of that fiscal year; thereafter, each operating year shall run from July 1 to June 30.

6.0 The COUNTY may provide the indemnification referred to above through a program of self-insurance. The IEHP shall follow the guidelines and procedures contained in any risk management and HOSPITAL plan, which may be established by COUNTY, and applicable federal and State law.

7.0 As respects the indemnity afforded by this Agreement, the COUNTY shall, in the name of and on behalf of the IEHP, diligently investigate and defend any and all claims or suits made or brought against IEHP, shall retain legal counsel (attorney[ies]) skilled in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to, attorney's fees, expert witness fees, and court costs. In addition to, and not inconsistent with any other provision of this Exhibit, the IEHP shall cooperate at the discretion of the COUNTY in the investigation, settlement, or defense of any claim or suit against the IEHP.

8.0 The following are conditions precedent to the right of the IEHP to be defended and/or indemnified under this Exhibit, provided that the COUNTY may not disclaim such defense and/or indemnification if it has not been materially prejudiced by the nonperformance of such conditions:

8.1 During the term of this Agreement, the IEHP shall promptly, but no less than within two (2) business days, after receiving knowledge of any event described in this subsection (8.1) of this Section 8, give to the persons or persons designated by the COUNTY notice in writing of:

EXHIBIT B

PROFESIONAL LIABILITY INDEMNITY

- A. Any conduct or circumstances which the IEHP believes to give rise to a claim for malpractice being made against the IEHP; or
- B. Any claim for malpractice made against the IEHP; or
- C. The receipt of notice from any person of any intention to hold the IEHP responsible for any malpractice.

8.2 The IEHP shall at all times without charge to the COUNTY:

- A. Give to the COUNTY or its duly appointed representative any and all information, assistance, and signed statements as the COUNTY may require; and
- B. Assist, without cost to the COUNTY, in the COUNTY's defense of any claim, including without limitation, cooperating timely with the COUNTY; and, upon the COUNTY's request, attend hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, and to provide current home and work contact numbers until the full and final settlement of payment and all cases involving persons mentioned in Sections 1 and 2 of this Exhibit.

8.3 The IEHP shall not, without the written consent of COUNTY's duly appointed representative, admit liability for, or settle any claim, or:

- A. Incur on behalf of the COUNTY any cost or expense in connection with such claim, or
- B. Give any material or oral or written statements to anyone in connection with admitting or settling such claim.