

MEMORANDUM OF UNDERSTANDING

FOR HEALTH EDUCATION

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

SAN BERNARDINO COUNTY, DEPARTMENT OF PUBLIC HEALTH

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 San Bernardino County Department of Public Health (“COUNTY”), with references to the following facts:

RECITALS

WHEREAS, COUNTY and IEHP have complementary objectives to protect and promote the health of the general population and seek to become working partners in preventing disease, prolonging life, and promoting mental and physical health through organized community efforts; and

WHEREAS, COUNTY has an interest in promoting relevant programs and/or education in furtherance of the goals above; and

WHEREAS, IEHP maintains a venue through which COUNTY can outreach to the public about the programs and/or education offered by COUNTY;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows, and in any exhibits or attachments attached hereto and incorporated herein by reference.

1. SERVICES

- A. **DESCRIPTION OF-SERVICES.** COUNTY shall provide services to educate local residents on various health education topics as set forth in Attachment A, attached hereto, and incorporated herein by reference.
- B. **SCOPE OF SERVICES.** COUNTY shall furnish labor necessary to perform in a complete, skillful and professional manner all those services described in Attachment A. Services shall be rendered at the San Bernardino and Victorville Inland Empire Health Plan (IEHP) Community Resource Centers. IEHP shall provide an adequate facility including reasonable classroom multimedia equipment for services to be provided at no cost and have at least one (1) staff member available to provide facility support that may be necessary to effectively execute education topics.

2. PERIOD OF PERFORMANCE

This Agreement shall be effective from the date of last signature (“Effective Date”) through December 31, 2026, unless terminated as specified in Section 7 (**TERMINATION PROVISION**).

3. **COMPENSATION**

No compensation will be exchanged between the parties. COUNTY shall offer the services indicated in Attachment A, to educate the public on specified issues, as well as to promote its own available programs. IEHP shall provide the venue in which COUNTY will be holding such classes, and may engage in marketing the classes in the same manner as other IEHP offered classes. Such activities are in furtherance of the parties' shared goals to promote the health of the general population through organized community efforts.

4. **INDEPENDENT CONTRACTOR**

It is understood and agreed that COUNTY 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.

5. **INDEMNIFICATION**

IEHP agrees to defend, indemnify and hold harmless COUNTY, it's officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this Agreement from any cause whatsoever, including any costs or expenses incurred by COUNTY, except as prohibited by law, based on IEHP's breach of its obligations under this Agreement, except for such claims arising from COUNTY's own acts or omissions, gross negligence or willful misconduct, or failure to mitigate losses.

COUNTY agrees to defend, indemnify and hold harmless IEHP, it's officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of this Agreement from any cause whatsoever, including any costs or expenses incurred by IEHP, except as prohibited by law, based on COUNTY's breach of its obligations under this Agreement, except for such claims arising from IEHP's own acts or omissions, gross negligence or willful misconduct, or failure to mitigate losses.

6. **INSURANCE**

COUNTY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. COUNTY warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

IEHP shall maintain, at its sole cost and expense, policies for providing coverage required by applicable law as well as any other insurance coverage IEHP deems prudent and customary to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement applicable to IEHP. Such policies shall include, but not be limited to, General Liability, Automobile Liability, and Workers' Compensation.

7. **TERMINATION PROVISION**

- A. Either party may terminate this Agreement, without cause, upon fifteen (15) days written notice served upon the other party.
- B. Should IEHP determine that there is a basis for termination for cause, such termination shall be effected upon five (5) days written notice to COUNTY.

8. **ASSIGNMENT AND DELEGATION**

No contract or agreement shall be made by COUNTY or IEHP with any party for the furnishing of any of the work or services described herein, and in Attachment A hereto, and this Agreement shall not be assigned by COUNTY or IEHP, either in whole or in part, without prior written consent of IEHP and COUNTY.

9. **ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties hereto, and authorized by the parties' respective governing boards, as applicable. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10. **NONDISCRIMINATION**

COUNTY 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 Agreement, 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).

11. **CONFLICT OF INTEREST**

COUNTY shall have no 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 Agreement.

12. **NOTICES**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed delivered one day after their deposit in the United States mail, postage prepaid:

IEHP:

Jarrod McNaughton, MBA, FACHE
Chief Executive Officer
IEHP
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730
(909) 890-2000

COUNTY:

Joshua Dugas
Public Health Director
San Bernardino County
Department of Public Health
351 N. Mt. View Avenue
San Bernardino, CA 92415
(909) 387-9146

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

13. **SEVERABILITY**

In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14. **WAIVER**

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

15. **GOVERNING LAW; VENUE**

A. The provisions of this Agreement shall be construed in accordance with the laws of the State of California excluding its conflicts of law provisions.

B. The provisions of the Government Claims Act (Government Code Section 900, *et seq.*) must be followed first for any disputes under this Agreement.

C. 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, State of California.

16. **LIMITATION OF LIABILITY**

Without affecting the indemnification obligations set forth in this Agreement, 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 Agreement.

17. **COUNTERPARTS; SIGNATURE**

This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties'

faxed signatures, electronic signatures, and/or signatures scanned into PDF format, shall be effective to bind them to this Agreement.

18. **ENTIRE AGREEMENT**

This Agreement, including all attachments and manuals, which are hereby incorporated in this Agreement, supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement and no other agreement, statement or promise relating to this Agreement shall be binding or valid.

19. **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.

20. **CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

COUNTY certifies that the individual signing below has authority to execute this Agreement on behalf of COUNTY, and may legally bind COUNTY to the terms and conditions of this Agreement, and any attachments hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MOU in as set forth below.

**SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC HEALTH**

INLAND EMPIRE HEALTH PLAN

By: _____
Dawn Rowe, Chair
Board of Supervisors

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

Date: _____

Date: _____

SCOPE OF SERVICES

San Bernardino County, Department of Public Health

1. COUNTY agrees to perform the services described below only as allowable by its approved scopes of work, or in order to meet the deliverables required by applicable funding sources, or as directed by COUNTY management:
 - A. A series of health education classes to individuals attending the IEHP Community Resource Center. Specific health education classes may include but are not limited to:
 - i. Nutrition
 - ii. Physical Activity
 - iii. Senior Health
 - iv. Home Safety & Injury Prevention
 - v. Lead Testing Prevention
 - vi. Child Health and Disability Prevention
 - vii. Accessing Health and Community Services
 - viii. Immunizations
 - ix. Local Oral Health Program
 - x. Covid-19 Ambassadors
2. Class frequency, content and structure shall not conflict with COUNTY scopes of work, deliverables or other requirements and obligations.
3. Class schedules will be developed ahead of time in collaboration with the Community Resource Center Supervisor. Monthly scheduling, including frequency of classes and topic areas, is subject to change based on availability of: COUNTY funding; availability of COUNTY staff; and any other activities or reasons deemed by COUNTY to be a priority over, or in conflict with, this Agreement.
4. Except as otherwise indicated in this Agreement, COUNTY shall provide consumable tools and learning materials necessary to provide the services indicated herein. Materials provided shall not exceed approved budgeted expenditure amounts.