

**Memorandum of Understanding  
between  
San Bernardino County Department of Public Health  
and  
El Sol Neighborhood Educational Center  
for  
Nutrition and Obesity Prevention Program**

**WHEREAS**, San Bernardino County Department of Public Health (County) desires to promote community health, improve nutrition literacy, encourage physical activity, and prevent obesity among county residents; and

**WHEREAS**, County seeks a qualified organization to provide health and wellness programs, including nutrition education, cooking and gardening classes, and group physical activity sessions; and

**WHEREAS**, County desires that such services be provided by El Sol Neighborhood Educational Center (Contractor); and

**WHEREAS**, Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, County and Contractor mutually agree to the following terms and conditions:

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## I. DEFINITIONS

- A. Community Health Workers (CHWs)** – Trusted community members who serve as bridges between individuals, communities, and health and social service systems. Through shared lived experience, cultural understanding, and community trust, CHWs engage, educate, and connect individuals to resources, help address barriers to care, and support improved health and well-being
- B. Contract** – A document containing a signed agreement between two or more parties that is enforceable by law and clearly defines the responsibilities of the Contractor and the San Bernardino County Department of Public Health. The term contract includes any written agreement (contract, memorandum of understanding, purchase order, etc.) where an entity agrees to provide services for or to the County, or the County agrees to provide services to an entity.
- C. Contractor** – El Sol Neighborhood Educational Center, a nonprofit organization responsible for providing services under this MOU, including nutrition education, physical activity sessions, and related health promotion activities.
- D. County** – San Bernardino County, acting through the Department of Public Health.
- E. Department of Public Health (DPH)** – The County department that helps to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout San Bernardino County.
- F. Ontario Health Center** – A Federally Qualified Health Center operated by DPH, where the program services under this MOU may be delivered.
- G. Services** – The term “services” refers to the work to be provided by the Contractor under this MOU to deliver the Nutrition and Obesity Prevention Program, including but not limited to nutrition education classes, physical activity sessions, cooking and gardening workshops, and related health promotion activities designed to promote healthy lifestyles and prevent obesity among community members.

## II. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- A.** Deliver a Nutrition and Obesity Prevention Program (Program) designed to reduce obesity among community members in San Bernardino County.
- B.** Conduct evidence-based Program activities designed to achieve positive, measurable changes in participants’ knowledge, attitudes, behaviors, and skills. The Contractor shall include evaluation methods to assess Program outcomes.
- C.** Conduct nutrition education classes for community members, including instruction on healthy eating habits, nutrient needs, dietary guidelines, and how to read and interpret nutrition labels.
- D.** Conduct physical activity sessions, including instructor-led group exercises such as Zumba, designed to promote regular physical activity and improve overall health.
- E.** Provide additional educational sessions and interactive workshops on topics such as healthy cooking, gardening and strategies for maintaining a healthy lifestyle.

F. Adhere to the topics, goals, and objectives included in Attachment A – Scope of Services.

### III. COUNTY RESPONSIBILITIES

County shall:

- A. Provide classroom space at the Ontario Health Center, located at 150 E. Holt Blvd. Ontario, CA 91761, for community health sessions when required.
- B. Assign a liaison or single point of contact to work with the Contractor to resolve any issues and assist with program implementation, including scheduling or space coordination.
- C. Assist with promotion of the Program by distributing informational materials when appropriate.

### IV. TERM

- A. This MOU shall be effective as of July 1, 2026 and expires June 30, 2029, unless terminated earlier in accordance with the provisions of this Section. The term may be extended for two (2) additional one (1) year periods by mutual agreement of the parties.
- B. Either party may terminate this MOU, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein.

### V. FISCAL PROVISIONS

Services under this MOU will be provided at no cost to San Bernardino County.

### VI. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County’s “active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.
- B. **Additional Insured** – All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- C. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

- D. Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- E. Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
- F. Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- G. Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
- H. Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- I. Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
- J. Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**K. Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**VI.K.1.** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**VI.K.2.** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**VI.K.3.** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- VI.K.4.** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

## **VII. CONCLUSION**

- A.** This MOU, consisting of eleven (11) pages, including Attachments, is the full complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B.** The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the term and conditions set forth in this document.
- C.** This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

El Sol Neighborhood Educational Center  
*(Print or type name of corporation, company, contractor, etc.)*

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Alexander Fajardo  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

Title Executive Director  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 1535 S D St  
San Bernardino, CA, 92408

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Adam Ebright, Deputy County Counsel	► _____	► Janki Patel, Acting Director
Date _____	Date _____	Date _____

## **Attachment A**

### **Scope of Services**

The Nutrition and Obesity Prevention Program aims to reduce burden of obesity disease in underserved and traditionally marginalized communities by implementing a Community Health Worker (CHW)-driven program to build networks of support, increase knowledge, improve attitudes, and change behaviors associated with obesity.

Sessions will be conducted once per week in 10-week cycles and will consist of one and one-half hours (1.5), including 30 minutes of physical activity. Sessions will include instruction on the following topics:

**Session 1: Food Choices**

Nutrient density, caloric needs, fortification and dietary supplements, nutrient function

**Session 2: Healthy Diet Choices**

Variety, balance and moderation, nutrition information evaluation

**Session 3: Nutritional Recommendations**

Dietary guidelines, added sugars, saturated fat, sodium

**Session 4: MyPlate**

The nutritional label, label purpose, nutrition data

**Session 5: Food and Activity Physics (AF) with Zumba Class**

Interaction of nutrition and AF, AF and mental health, AF and weight control, components of fitness, body composition

**Session 6: Nutrition, Fitness & Physical Activity with Zumba Class**

Recommendations for AF, recommendations for adults, NEAT activities, active lifestyle, physical activity plan

**Session 7: Gardening class**

Gardening and community garden tips, learn to grow your own food

**Session 8: Cooking class**

Practical nutritious cooking workshops, demonstrations on preparing healthy dishes

**Session 9 and 10: Leadership and Community Advocacy Spaces**

Strengthen your and your community's voices.

### **Goals**

Goal 1: To improve nutrition literacy and nutrition-related health-supporting behaviors to prevent obesity among at-risk populations.

Goal 2: To improve interpersonal or family-based environments to support improved nutrition.

Goal 3: To address environmental or systems factors impacting food security, including access and utilization of affordable, healthy food.

## Shared Objectives

Objective 1: By the end of project, a minimum of 800 individuals will enroll in a Nutrition and Obesity Prevention program, which includes nutrition and a physical activity component, as measured by participant log and attendance sheet, and graduation.

Objective 2: By the end of project, 75% of participants of nutritional classes will report an increase in knowledge and/or positive change in attitudes towards diet and cultural nutritional practices, as measured by brief participant surveys, and/or pre/post-tests.

Objective 3: By the end of the project, of the participants who complete three of the educational modules, 75% of participants will report positive changes in one of the following behaviors (e.g., drinking fewer sugary drinks, eating more fruits and vegetables, being more physically active, "smart shopping," label reading, etc.), as measured by participant journals, and Dietary Recalls or Food Frequency Questionnaire.

Objective 4: 80% of participants who complete the educational modules will report improved nutrition, or increased physical activity, as measured by food recall and food intake or physical activity journals.

Objective 5: By the end of the project, of the participants who complete the modules, 60% will report intent to increase fresh fruit and vegetable consumption and adoption of healthier eating habits, as measured on the Intention Scale Assessment.

Objective 6: By the end of the project, 50% of participants who complete the lifestyle educational program will report reductions in weight status, as measured by weigh-in or self-reported weight.

Objective 7: By the end of the project, of the participants who were overweight or obese at baseline, and who complete educational modules, 25% will report a reduction in weight as measured by pre- and post- weigh ins.

## Outcomes for Goal 1

- Increased knowledge and positive changes in attitudes towards healthy eating as measured by brief participant surveys.
- Increased positive lifestyle activities related to diet, exercise, and mental health.
- Reduced body weight.
- Reduced stress and anxiety associated with food insecurity.
- Increased confidence to adopt positive and healthy eating habits, as measured by participant self-efficacy surveys.
- Reduced incidence of obesity.

## Outcomes for Goal 2

- Increased awareness of the risk factors for obesity among family members.
- Increased awareness of positive lifestyle choices to prevent obesity.
- Increased access to healthy foods.

- Reduced stigma attached to health challenges and utilization of services, including food pantries, and community gardens.
- Increased participation in advocating for environmental and policy changes to promote healthy eating.
- Improved support networks that benefit health and wellness and decrease social isolation.

### Outcomes for Goal 3

- Improved environmental and systems-level factors that support access to affordable, healthy foods.