

SECOND AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
INLAND EMPIRE HEALTH PLAN
AND
COUNTY OF SAN BERNARDINO

WHEREAS, Inland Empire Health Plan (“IEHP”), a local public entity of the State of California, and the County of San Bernardino (“COUNTY”), a political subdivision of the State of California, (hereinafter collectively referred to as “Parties” and individually as “Party”) agree to amend the Memorandum of Understanding (the “MOU”) between them dated March 19, 2020.

WHEREAS, San Bernardino County’s 2-1-1 service is a crucial source of information for county residents regarding the COVID-19 crisis, particularly uninsured county residents;

WHEREAS, San Bernardino and Riverside Counties’ 2-1-1 services are likely to see a higher volume of calls as the COVID-19 crisis continues to intensify, especially from the approximately 400,000 uninsured residents of both counties, and additional capacity is needed to ensure that the public receives accurate and valuable information regarding this public health emergency;

WHEREAS, IEHP has contracted with Carenet Health to bolster IEHP’s capacity to serve residents of both Counties per the terms of the MOU, including residents that are uninsured or are on Med-Cal Fee-For-Service; and

WHEREAS, the County of San Bernardino Department of Public Health requested support and assistance from IEHP to assist the COUNTY in providing accurate and timely information to its residents regarding COVID-19;

WHEREAS, IEHP, as the leading Medi-Cal health plan in the Inland Empire, has supported the community in its response to the COVID-19 crisis, especially the San Bernardino Department of Public Health, which serves a large portion of IEHP’s membership, and continues to cooperate in supporting the COUNTY’s request;

WHEREAS, IEHP’s desire to render assistance is in accordance with the California Emergency Services Act (Gov. Code § 8550, et seq.) and invokes any and all privileges and immunities afforded to it as a local public agency, including, but not limited to Gov. Code § 8655.

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

A. Section 1, SERVICES, is hereby amended to include the following:

“C. Vendor. IEHP will contract with a third-party vendor, Carenet Health, to assist with taking calls related to COVID-19, especially from the uninsured and Medi-Cal FFS populations of Riverside and San Bernardino Counties.”

B. Section 2, PERIOD OF PERFORMANCE, is hereby amended to extend the term of this agreement through May 17, 2021.

C. Section 3, COMPENSATION, is deleted in its entirety and replaced with the following:

“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 the extent of compensation 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.

Specific to costs associated with the vendor, vendor will submit a monthly invoice to IEHP for services performed and COUNTY will reimburse IEHP for fifty (50) percent of the vendor’s invoiced costs. COUNTY may defer payment for up to sixty (60) days. In the event that COUNTY identifies and applies for an independent source of funding to pay for this service, payment may be further deferred until such time as this funding is disbursed to COUNTY.”

D. Section 15, COUNTERPARTS; SIGNATURE, is hereby deleted in its entirety and replaced with the following:

“15. COUNTERPARTS; SIGNATURE

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.”

E. IEHP will furnish COUNTY with a one-time grant in the amount of one hundred thousand dollars (\$100,000.00) to support the COUNTY’s efforts to deliver appropriate and needed care to their patient population, including IEHP members. (“IEHP Grant”) IEHP will

disburse the IEHP Grant funds to COUNTY within thirty (30) days from the effective date of this Amendment. COUNTY understands that IEHP shall not be responsible for any discretionary use by COUNTY of the IEHP Grant. In accepting the IEHP Grant, COUNTY agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless IEHP, its officers, directors, affiliates, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of COUNTY, its employees or agents, in applying for or accepting the IEHP Grant, in expending or applying IEHP Grant funds, or in utilizing IEHP Grant funds in providing or carrying out services for delivering care to the COUNTY's patient population, including IEHP members. COUNTY understands and agrees that IEHP's agreement to provide COUNTY with the IEHP Grant shall not be interpreted to create any pledge or any commitment by IEHP to make any other or further grants or contributions to COUNTY or any other person or entity for this or any other project or program.

- F. Notwithstanding the date of execution, unless otherwise referenced, this Second Amendment shall be effective July 17, 2020.
- G. Except as amended hereby, all of the other terms and conditions of the Agreement are to remain in full force and effect.
- H. 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 PAGE TO FOLLOW)



IN WITNESS WHEREOF, the parties hereto have signed this Second Amendment to the MOU as set forth below.

**COUNTY OF SAN BERNARDINO, a
political subdivision of the State of
California:**

INLAND EMPIRE HEALTH PLAN:

By: _____
Curt Hagman, Chairman
Board of Supervisors
San Bernardino County

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

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Inland Empire Health Plan

By: _____

By: _____

Name: Adam Ebright

Name: Anna W. Wang

Title: County Counsel

Title: General Counsel

Date: _____

Date: _____