

FUNDING AGREEMENT

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) 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 (“RECIPIENT”), with reference to the following facts:

RECITALS

WHEREAS, RECIPIENT wishes to accept from IEHP, and IEHP wishes to extend to RECIPIENT funding specified herein to support implementation of the Community Health Improvement Plan (CHIP) (“PROJECT”);

WHEREAS, RECIPIENT conducted a Community Health Assessment (CHA) to learn and understand the key issues that impact health and quality of life in San Bernardino County, with a goal of engaging residents, analyzing health data and trends, and providing an opportunity for the community to prioritize key issues for action.

WHEREAS, findings from the CHA informed development of RECIPIENT’s CHIP, which identified behavioral health, injury and violence prevention, and chronic disease as the top health priorities for improvement over a five-year period.

WHEREAS, IEHP is required by the California Department of Healthcare Services (DHCS) to meaningfully participate in the CHIP with the local health jurisdiction in their service area.

WHEREAS, in exchange for funding from IEHP, RECIPIENT will provide IEHP with process milestones throughout the PROJECT’s implementation process.

WHEREAS, funding from IEHP will demonstrate meaningful participation in the CHIP with RECIPIENT in the activities as outlined in the May 2024 DHCS CalAIM: Population Health Management Policy Guide.

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

1. SERVICES

- A. Description of Services. RECIPIENT shall perform all the duties and responsibilities outlined in the Scope of Work; as set forth in Attachment A, attached hereto, and incorporated herein by reference.
- B. Scope of Services. RECIPIENT 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 Agreement shall become effective as of date of last signature (“Effective Date”) and shall continue in effect through June 30, 2026 or until the project is complete whichever is earlier, unless terminated as specified in Section 7 (TERMINATION PROVISIONS).

3. FUNDING

In exchange for the services provided by RECIPIENT pursuant to this Agreement, IEHP agrees to issue funds in accordance with Attachment B and incorporated herein by reference as though set forth in full. The total funding amount for the term of this Agreement shall not exceed three-hundred and thousand dollars (\$300,000.00). In no event shall funds exceed this amount without a written amendment to this Agreement authorizing such increase in total compensation payable to RECIPIENT. If RECIPIENT fails to meet all Success Measures, IEHP reserves the right to recoup funding paid to RECIPIENT.

4. INDEPENDENT CONTRACTOR

It is understood and agreed that the relationship between the parties is an independent contractor relationship. Neither party, including its officers, agents, employees or subcontractors, shall be considered to be employees of the other, nor entitled to any benefits payable to such employees, including Workers' Compensation Benefits. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

5. INDEMNIFICATION

- A. RECIPIENT shall indemnify, and hold harmless IEHP, its Governing Board, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability, loss, settlement, claim, demand, and expense of any kind, based or asserted upon any act or omission of RECIPIENT, its employees, subcontractors and agents relating to or in any way connected with the funding of monies to RECIPIENT and/or the accomplishment of the work or performance of service under this Agreement. RECIPIENT shall defend the Indemnitees in any claim or action based upon any such alleged acts or omissions, at its sole expense, which shall include all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlement or awards. The terms of this Section shall survive the termination of this Agreement.
- B. IEHP shall indemnify, and hold harmless RECIPIENT, its Governing Board, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability, loss, settlement, claim, demand, and expense of any kind, based or asserted upon any act or omission of IEHP, its employees, subcontractors and agents relating to or in any way connected with the funding of monies to IEHP and/or the accomplishment of the work or performance of service under this Agreement. IEHP shall defend the Indemnitees in any claim or action based upon any such alleged acts or omissions, at its sole expense, which shall include all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlement or awards. The terms of this Section shall survive the termination of this Agreement.

6. INSURANCE

Throughout the term of this Agreement, RECIPIENT shall maintain, at its sole cost and expense, insurance coverage RECIPIENT deems prudent and customary in the exercise of RECIPIENT's business operations, in amounts as may be necessary to protect RECIPIENT and their officers, agents, and employees, as applicable, in the discharge of its responsibilities and obligations under this Agreement.

7. TERMINATION PROVISIONS

In the event that RECIPIENT does not fulfill their obligations as set forth herein, the portion of funds that remain unutilized to support RECIPIENT shall be returned to IEHP. Additionally, either Party may terminate this Agreement, by written notice, if the Party determines that the other Party has breached a material provision of this Agreement. Written notice of the breach must be provided by mailing to the breaching Party via U.S. Postal Service Certified Mail, which shall constitute prima facie evidence of delivery. The breaching Party shall have ten (10) days after receipt of written notice of breach to cure said breach. In the event the breaching Party fails to cure the breach, the Agreement shall be terminated effective immediately upon the expiration of the cure period. RECIPIENT shall refund the portion of funds that remain unutilized.

IEHP may terminate this Agreement for convenience effective upon 30 days' written notice to RECIPIENT.

8. ASSIGNMENT AND DELEGATION

RECIPIENT may not sell, assign, transfer, or otherwise convey this Agreement without the prior express written consent of IEHP. Any attempted assignment of this Agreement not in accordance with this Section shall be null and void.

9. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only the Governing Board of IEHP or designee may authorize any alteration or revision of this Agreement on behalf of IEHP. Notwithstanding the foregoing, amendments required due to legislative, regulatory or other legal authority do not require the prior approval of RECIPIENT and shall be deemed effective immediately (or such other time frame as required by law or regulation) upon RECIPIENT's receipt of notice. Notice of amendments required by law, regulation or other legal authority may be given to RECIPIENT via regular mail at the address provided in Section 12. NOTICES.

10. NONDISCRIMINATION

This Agreement hereby incorporates by reference the provisions of *Title 2, CCR, Sections 11105 et seq.*, as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of *Title 2, CCR, Sections 11105 et seq.*, and further agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement.

11. CONFLICT OF INTEREST

RECIPIENT 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. EXECUTIVE ORDER N-6-22

On March 4, 2022, California Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs all California state agencies and departments to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. All contractors and grantees are obligated to comply with the Economic Sanctions. Accordingly, should the State of California (the State) or IEHP determine RECIPIENT is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. RECIPIENT shall be provided with advance written notice of such termination, allowing RECIPIENT at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State or IEHP.

13. NOTICES

Other than correspondences for which email communication is expressly reserved pursuant to the terms of this Agreement, all notices required or contemplated by this Agreement shall be delivered to the respective parties in the manner and at the addresses set forth below or to such other address(es) as the parties may hereafter designate, in writing. Such notices will be deemed given if sent by certified United States mail or commercial courier, at the time of receipt confirmed by corresponding documentation.

IEHP:

Takashi Wada, MD, MPH
Chief Medical Officer
IEHP
10801 Sixth Street
Rancho Cucamonga, CA 91730
(909) 890-2000
cc: Jane.Cheng@iehp.org

RECIPIENT:

Ken Johnston
Division Chief, Compliance Officer
San Bernardino Department of Public Health
451 E. Vanderbilt Way
San Bernardino, CA 92415-0012
(909) 387-6469

14. SEVERABILITY

In the event any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

15. WAIVER

A waiver by a 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.

16. 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 (*California Government Code Sections 900 et seq.*) must be followed 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) courts located in the counties of San Bernardino or Riverside, State of California.

17. LIMITATION OF LIABILITY

In no event shall either Party be liable for consequential, indirect, or incidental damages, including, without limitation, lost profits, arising out of this Agreement.

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

19. ELECTRONIC SIGNATURES

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein.

20. ENTIRE AGREEMENT

This Agreement, including all attachments, 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.

21. 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.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto certify that the individuals signing below have authority to execute this Funding Agreement on behalf of their respective organizations, and may legally bind them to the terms and conditions of this Funding Agreement, and any attachments hereto. The parties have signed this Funding Agreement as set forth below.

**SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC HEALTH:**

By: _____
Dawn Rowe
Chair, Board of Supervisors

Date: _____

INLAND EMPIRE HEALTH PLAN:

By: _____
Takashi Wada, MD, MPH
Chief Medical Officer for:
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: _____

By: _____
Vice Chair, IEHP Governing Board

Date: _____

Attest: _____
Secretary, IEHP Governing Board

Date: _____

Approved as to Form:

By: _____
Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

SCOPE

RECIPIENT shall use IEHP funding and leverage funding from other managed care plans operating in San Bernardino County to complete the following activities for the PROJECT:

- A. Community Engagement
 - a. CHA/CHIP Meeting Support to provide CHIP progress updates regarding input obtained from the community during the CHA. Community engagement meetings will allow the Local Health Jurisdiction (LHJ) to collect feedback regarding the CHIP implementation. Childcare, gas cards, and food will help to remove barriers to community participation.
 - i. Identify priority population communities.
 - ii. Conduct first round of meetings in each of the priority communities by November 30, 2025.
 - iii. Conduct second round of meetings in each of the priority communities by May 31, 2026.
 - iv. Meetings shall include a Facilitator/Speaker Honorariums: Emcee/guest speakers for CHIP community engagement.
- B. Support Staff:
 - a. RECIPIENT will onboard the following staff to support CHIP activities:
 - i. 2.0 FTE Health Educator Specialist (HES) II will develop and coordinate ongoing stakeholder relationship management with organizational leads of CHIP strategies and activities. They will serve as leads of HES Is to conduct community engagement in support of CHIP strategies and activities.
 - ii. 3.0 FTE Health Educator Specialist I will serve as liaisons between the LHJ and organizational partners implementing CHIP strategies and activities. They will develop outreach materials, social media contents, and conduct community engagement in support of the CHIP.
 - iii. 1.0 FTE Office Specialist will support administrative/clerical needs for CHIP development and implementation.
- C. Communication
 - a. Promotion of CHIP community engagement meetings which includes managing Community Vital Signs (CVS) communication campaigns, Eventbrite registration, and social media event and meeting promotion.
- D. Consultant/Professional Services
 - a. Conduct training on the National Association of County and City Health Officials' Mobilizing for Action through Planning and Partnerships (MAPP) framework for communities to assess their most pressing population health issues and align resources and stakeholders across sectors to achieve collective impact on positive health outcomes through strategic action.
 - b. Complete a CHIP implementation evaluation and progress report, including recommendations for improvement and effectively implementing the MAPP framework to address the CHIPs priority areas and accomplish its goals and objectives.
 - c. Develop a population health data platform that will ingest and visualize data from multiple secondary and primary sources to inform CHIP implementation strategies, track progress of health indicators associated with the CHIP, inform future community health

assessments, and link users to policies and evidence-based practices for specific issues to guide community health improvement efforts.

FUNDING

IEHP shall provide San Bernardino County Department of Public Health with \$300,000.00 to support the interventions identified during the Community Health Improvement Plan (CHIP) process.

SUCCESS MEASURES

1. By November 30, 2025, RECIPIENT will have completed the following:
 - Identify priority populations;
 - Onboard support staff identified under Section B of Attachment A; and
 - Conduct first round of community engagement meetings in each of the priority communities
2. By December 31, 2025, RECIPIENT will have a fully executed agreement with consultant to support the development of a population health data platform.
3. By May 31, 2026, RECIPIENT will have completed the following:
 - Collective impact/MAPP training; and
 - Evaluation and recommendations report.

ATTACHMENT B

FUNDING SCHEDULE

1. IEHP will provide RECIPIENT with funding according to the deliverables listed below. The total funding due to RECIPIENT under this agreement shall not exceed \$300,000.00.

Deliverable	Cost	Frequency
Up-front payment	\$200,000	One time cost due within 30 days of fully executed agreement.
Priority populations identified, attestation that support staff onboarded, and first round of community engagement meetings in each of the priority communities completed (meeting minutes required).	\$25,000	One time cost due within 30 days of confirmation that deliverables are met.
Fully executed agreement with consultant to support the development of a population health data platform.	\$25,000	One time cost due within 30 days of confirmation that deliverable is met.
Collective impact/MAPP training and Evaluation and recommendations report completed. Evidence of training completion and copy of the Evaluation and recommendations report required for payment.	\$50,000	One time cost due within 30 days of confirmation that deliverables are met.

2. RECIPIENT shall invoice IEHP electronically, to IEHP's Accounts Payable Office at apinvoices@iehp.org. Each invoice shall cite the RECIPIENT's name, address, and remit to address, description of the work performed, the time period covered by the invoice, and the amount of payment requested.