



We heal and inspire the human spirit.

MEMORANDUM OF UNDERSTANDING

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 (“CONTRACTOR”), a Government entity, with references to the following facts:

WHEREAS, CONTRACTOR and IEHP desire to collaborate to improve community health outcomes by increasing access to preventive services, promoting healthy lifestyles, and connecting individuals and families to essential care and resources; and

WHEREAS, this Memorandum of Understanding (MOU) is necessary to formalize the partnership between IEHP and San Bernardino County to deliver health and wellness programming, ensure accountability, and coordinate resources for the benefit of the community;

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

1. SERVICES

- A. Description Of Services. CONTRACTOR shall provide health and wellness programming, including but not limited to nutrition education, physical activity classes, maternal and infant health support, HIV/STI prevention, opioid use prevention education, oral health education, immunization events, and other services; as set forth in Attachment A, attached hereto, and incorporated herein by reference.
- B. Scope Of Services. CONTRACTOR 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 from the date of last signature (“Effective Date”) through 03/31/2030 unless terminated as specified in Section 7 (TERMINATION PROVISION).

3. COMPENSATION

No compensation will be exchanged between the parties. CONTRACTOR shall offer the services as indicated in Attachment A.

4. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR 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

CONTRACTOR shall indemnify, and hold harmless IEHP, its officers, employees and agents from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of the CONTRACTOR, its employees, subcontractors and agents relating to or in any way connected with the accomplishment of the work or performance of service under this Agreement. As part of the foregoing indemnity, CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees, IEHP, its officers, agents and employees in any legal action based upon any such alleged acts or omissions. The terms of this Section shall survive the termination of this Agreement.

6. INSURANCE

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

IEHP is an authorized public entity for the purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. IEHP warrants that it has adequate coverage of resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.

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 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.

8. 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.

9. CONFLICT OF INTEREST

CONTRACTOR 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.

10. 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.

11. NOTICES

All correspondence and notices required or contemplated by this Agreement 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:
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer
10801 Sixth Street
Rancho Cucamonga, CA 91730
(909) 890-2000
Cc: IEHP Legal Department

CONTRACTOR:
Joshua Dugas
Director
San Bernardino County Department
of Public Health
451 E. Vanderbilt Wy. San
Bernardino, CA 92415
(909) 387-9146

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

12. SEVERABILITY

The provisions of this Agreement 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.

13. 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.

14. GOVERNING LAW; VENUE

- A. This Agreement 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. The provisions of the Government Claims Act (Government Code Section 900, *et seq.*) must be followed first for any disputes under this Agreement.
- 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 county of San Bernardino, State of California.

15. 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.

16. COUNTERPARTS; SIGNATURE

This Agreement 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 Agreement.

17. ENTIRE AGREEMENT

This Agreement, including all attachments and manuals, is the entire agreement between the Parties, 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 Agreement. This Agreement 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.

18. 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.

19. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

CONTRACTOR certifies that the individual signing below has authority to execute this Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR 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 Memorandum of Understanding in as set forth below.

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

By: _____
Dawn Rowe
Chair, Board of Supervisors

Date: _____

INLAND EMPIRE HEALTH PLAN:

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

Date: _____

By: _____
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

SAN BERNARDINO COUNTY

I. Partnership Description

IEHP Community Wellness Centers are partnering with San Bernardino County to offer a wide range of health and wellness programs that support individuals and families across all stages of life. This collaboration brings together resources and expertise to provide services and access to community resources.

II. Partnership Goals

The goal of this partnership is to improve community health by increasing access to preventive services, promoting healthy lifestyles, and connecting people to essential care and resources. Together, we aim to support maternal and infant health, engage youth and seniors, prevent chronic and infectious diseases, and provide education on topics like oral health, HIV/STI prevention, and home safety. By working together, we hope to build healthier, safer, and more informed communities.

III. Contractor/Partner Programming

CONTRACTOR/PARTNER shall provide services that may include, but are not limited to, the programming listed below. The list reflects the full range of potential offerings under this partnership, though actual services may vary based on available resources and mutual agreement:

- Nutrition
- Physical Activity
- Senior Health
- Home Safety & Injury Prevention
- Lead Testing & Prevention
- Accessing Health and Community Services
- Immunizations
- Black Infant Health Program
- Maternal Health
- Adolescent Programming
- HIV/STI Prevention/PrEP
- Opioid Use Prevention Education
- Narcan Education (ages 12+)
- Oral Health
- Breastfeeding Support
- Environmental Health Services
- Friday Night Live Program/Social Emotional Learning (SEL)

IV. Administrative and Operational Responsibilities

- Scheduling and Availability
 - Services will be scheduled and agreed upon by both parties, based on IEHP Community Wellness Center needs, but on average educational classes will be scheduled monthly at each CWC within San Bernardino County.
 - IEHP must provide a minimum of 24 hours advance notice of cancellation.

V. Metrics and Evaluation

Partnership and programming will be measured using the following metrics to ensure accountability and continuous improvement. These metrics will help both parties assess program impact, ensure accountability, and guide future improvements. Metrics may include, but are not limited to:

- Participant attendance and engagement rates
- Feedback and satisfaction surveys
- Achievement of specific health or educational outcomes
- Data tracking and reporting requirements

VI. Equipment and Materials

Except as otherwise indicated in this agreement, the CONTRACTOR/PARTNER shall provide, at their expense, all equipment, tools, and other materials necessary to deliver the services indicated herein.

VII. Service Locations

All services shall be rendered at IEHP Community Wellness Centers located in San Bernardino County as well as any other locations agreed upon by both parties.

VIII. Optional Additional Information

- The frequency, content, and structure of classes shall be coordinated to ensure alignment with the scopes of work, deliverables, and other requirements or obligations of both IEHP and the CONTRACTOR/PARTNER and shall not conflict with either party's commitments.
- Scheduling, including the frequency of classes and topic areas, may be adjusted based on the availability of funding, staffing, and other priorities as determined jointly by both IEHP and CONTRACTOR/PARTNER. Changes may also occur due to other activities or circumstances that either party identifies as taking precedence over or conflicting with this MOU.