

MEMORANDUM OF UNDERSTANDING
BETWEEN
INLAND EMPIRE HEALTH PLAN
AND
SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH
FOR
COLLABORATION, OUTREACH, AND COMMUNITY INTEGRATION

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 18th day of December, 2019 by and between Inland Empire Health Plan (“IEHP”), a Joint Powers Agency (“JPA”), and SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH (“CONTRACTOR”), a Government Agency.

RECITALS

WHEREAS, CONTRACTOR and IEHP have complementary objectives to protect and promote the health of the general population; and

WHEREAS, CONTRACTOR and IEHP have a common interest in the community’s health, and seek to become working partners in preventing disease, prolonging life, and promoting mental and physical health through organized community efforts; and

WHEREAS, CONTRACTOR provides relevant programs and/or services in furtherance of the goals above;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows, and in any exhibits or attachments attached hereto and incorporated herein by reference:

1. **CONTRACTOR RESPONSIBILITIES** - CONTRACTOR will have the responsibilities of coordination and provision of specified services for IEHP. CONTRACTOR agrees to:

1.01. Comply with all applicable Federal, State, and local laws and regulations, and instructions and/or directives issued by regulatory agencies with jurisdiction over IEHP.

1.02. Provide all services as outlined and specified in Attachment A, attached hereto and by this reference incorporated herein.

1.03. Appoint a staff member as the primary liaison between CONTRACTOR and IEHP. In addition, appoint liaison personnel as needed to coordinate activities with IEHP for each service listed in Attachment A.

1.04. Provide IEHP with current information and education on services, programs, and their benefits, any recertification schedules, and eligibility requirements, as well as provide information on other available community resources appropriate for low-income persons.

1.05. Provide IEHP periodically with an updated list of sites and hours of operation of identified programs and sites.

1.06. Provide IEHP with program specific forms as needed to facilitate operations under this MOU.

1.07. Provide technical assistance and consultation to IEHP staff concerning CONTRACTOR services and requirements.

2. **IEHP RESPONSIBILITIES** - With respect to coordination of services provided by CONTRACTOR, IEHP agrees to:

2.01. Comply with all applicable Federal, State, and local laws and regulations, and instructions and/or directives issued by regulatory agencies with jurisdiction over IEHP.

2.02. Assure plan Providers are informed of applicable Federal, State and local public health laws and regulations based on information provided by CONTRACTOR regarding such laws and regulations.

2.03. Inform Members of the availability of services and referrals.

2.04. Appoint a staff member as the primary liaison between IEHP and CONTRACTOR. In addition, IEHP will appoint liaison personnel as needed to coordinate activities with CONTRACTOR for each service listed in Attachment A.

2.05. Disseminate to IEHP Providers the information, forms, and any educational materials provided by CONTRACTOR regarding services programs and local community resources for low-income persons.

2.06. Coordinate with CONTRACTOR in conducting outreach efforts, especially to underserved populations.

3. **JOINT OPERATING MEETINGS** - Meetings including the Director of Health Administration or designee(s), primary CONTRACTOR liaison person, and primary IEHP liaison will be held on at least a quarterly basis to review all aspects of this MOU. At one of those meetings each year items to be re-negotiated or negotiated in relation to the MOU will be introduced.

4. **TERM** - It is mutually agreed and understood that the obligations of IEHP are limited by and contingent upon the availability of State and Federal funds. In the event that such funds are not forthcoming for any reason, IEHP shall immediately notify CONTRACTOR in writing. This MOU shall be deemed terminated and of no further force and effect immediately on IEHP's notification to CONTRACTOR.

4.01. This MOU shall be effective on the date noted on the first paragraph of page 1, and shall continue in effect until December 31, 2020. The term may be extended for up to four (4) additional one (1) year periods, in succession, at the mutual consent of the parties, without requiring further action of the governing entities of either party. The MOU may be terminated at any time pursuant to the provision herein. In the event that the

term of the MOU is extended for the four (4) additional one (1) year periods, the MOU shall terminate on December 31, 2024.

4.02. In no event shall this MOU be extended past December 31, 2024 without a new MOU, or an amendment to this MOU, duly approved by the governing entities of both parties, as applicable, which specifically extends the term of the MOU.

5. **TERMINATION** - This MOU may be terminated by either party without cause, by giving at least sixty (60) days written notice, and may be terminated for cause by either party by giving ten (10) working days written notice of intention to terminate.

5.01. This MOU may be immediately terminated for cause should CONTRACTOR become listed on the Office of Inspector General for the Department of Health and Human Services' Cumulative Sanctions list (List of Excluded Individuals and Entities) or a federal debarment list, or is convicted of a crime involving reimbursement for or the provision of health care services

5.02. This MOU may be terminated due to the dissolution of IEHP by mutual action of the Riverside County and San Bernardino County Board of Supervisors. If IEHP has incurred no obligations, either County Board of Supervisors may terminate the JPA and IEHP by giving not less than sixty (60) days written notice thereof to the other party. Also, either County Board of Supervisors may terminate the JPA by written mutual consent, by giving twelve (12) months written notice thereof to the other party given that the JPA cannot be terminated until all forms of indebtedness incurred by IEHP have been paid, or adequate provision for such payment shall have been made.

Upon dissolution of IEHP by Riverside County and San Bernardino County Board of Supervisors, this MOU is rendered null and void. The debts, liabilities, and/or obligations of IEHP are those of IEHP alone. Neither Riverside County nor San Bernardino County assumes any of the debts, liabilities and/or obligations of IEHP. The IEHP Governing Board also may terminate this MOU and must approve any termination of this MOU required by IEHP.

6. **INDEMNIFICATION** - CONTRACTOR will indemnify, defend, and hold IEHP harmless from loss, costs, or expenses caused by the negligent or wrongful acts or omissions of CONTRACTOR officers, agents, and employees occurring in the performance of this MOU. IEHP will indemnify, defend, and hold harmless CONTRACTOR from loss, costs, or expenses caused by the negligent or wrongful acts or omissions of officers, agents, and employees occurring in the performance of this MOU.

6.01. CONTRACTOR agrees to hold harmless IEHP Members and the California Department of Health Care Services for financial liability by IEHP for services provided by CONTRACTOR to IEHP Members under the terms of this MOU.

7. **ACCESS TO BOOKS AND RECORDS** - CONTRACTOR and IEHP agree to maintain sufficient records, files and documentation necessary in case of audit by the Department of Managed Health Care (DMHC), Department of Health Care Services (DHCS) or other such regulatory agencies; such records shall also be available to IEHP.

7.01. CONTRACTOR agrees to maintain these records, files and documentation for a period of not less than five (5) years from the close of the fiscal year in which this MOU was in effect.

8. **CONFIDENTIALITY** - CONTRACTOR and IEHP shall observe all Federal and State laws and regulations concerning confidentiality of records.

9. **LICENSE AND CERTIFICATION** - CONTRACTOR verifies, upon execution of this MOU to maintain compliance with any local, State, and Federal laws and regulations. CONTRACTOR verifies that services will be performed at all times by properly trained and licensed or certificated staff. As applicable, CONTRACTOR agrees to fully participate in IEHP credentialing, quality assessment and utilization review processes, for those services directly contracted by IEHP for Medical Services.

10. **CONFLICT OF INTEREST** - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this MOU.

11. **NONDISCRIMINATION** - Services and benefits shall be provided by CONTRACTOR and IEHP to individuals without reference to their religion, color, sex, national origin, age, physical or mental handicaps or condition. CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this MOU, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Section 12900 *et seq.*), and Federal Civil Rights Act of 1964.

12. **OSHA REGULATIONS** – as applicable, CONTRACTOR certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this MOU.

13. **DMHC REGULATIONS** - CONTRACTOR agrees to follow all required regulations including those of the DMHC as follows:

13.01. CONTRACTOR or Provider facilities are subject to on-site inspection by the DMHC (Health and Safety Section 1380).

13.02. All books, records and papers of CONTRACTOR or Provider providing health care or other services shall be available for inspection and copying by the DMHC during normal business hours or at such other mutually agreeable location in California (Health and Safety Section 1381). CONTRACTOR shall maintain such records and provide such information to IEHP or to the DMHC as necessary for compliance with the Knox-Keene Act and rules thereunder, and such records must be retained by

CONTRACTOR for at least five (5) years (which obligation is not terminated by termination of this MOU, whether by rescission or otherwise).

13.03. The provisions above only apply if not in conflict with other applicable State or Federal statutes.

14. **HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA) AND HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)** – IEHP and CONTRACTOR are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (HITECH), and the laws and regulations promulgated subsequent hereto, for purposes of services rendered pursuant to this MOU. Both parties agree to cooperate in accordance with the terms and intent of this MOU for implementation of relevant law(s) and/or regulation(s) promulgated under HIPAA and HITECH. Both parties further agree that they shall be in compliance with the requirements of HIPAA, HITECH, and the laws and regulations promulgated subsequent hereto.

15. **ENTIRE AGREEMENT** - This MOU, including all attachments and/or exhibits, which are hereby incorporated in this MOU, constitutes the entire agreement between the parties and 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 MOU. No other agreement, statement or promise relating to this MOU shall be binding or valid.

16. **NOTICES** - Unless expressly provided otherwise, all notices herein provided to be given, or which may be given, by any party to the other, will be deemed to have been fully given when written and personally delivered or deposited in the United States mail, certified and postage prepaid and addressed as follows:

To IEHP: Inland Empire Health Plan
10801 6th Street, Suite 120

Rancho Cucamonga, CA 91730
(909) 890-2000
Attn: Bradley P. Gilbert, CEO

To CONTRACTOR: San Bernardino County
Department of Public Health
351 N. Mountain View
San Bernardino, CA 92415-0010
(909) 387-9146
Attn: Trudy Raymundo, Director

17. **ASSIGNMENT** - This MOU and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by CONTRACTOR or IEHP, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the written consent of the other party, as approved by the IEHP Governing Board. Any assignment or delegation of this MOU by CONTRACTOR to a third party shall be void unless prior written approval is obtained from IEHP, and approved by the DHCS and DMHC, as applicable.

18. **INVALIDITY OF SECTIONS OF MOU** - The unenforceability or invalidity of any Section or provision of this MOU shall not affect the enforceability and validity of the balance of this MOU.

19. **GOVERNING LAW/VENUE** - The provisions of this MOU are construed in accordance with the laws of the State of California, excluding its conflicts of law provisions.

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

19.02. All actions and proceedings arising in connection with this MOU 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 or Riverside, State of California.

19.03. IEHP is subject to the requirements of Title 28 of the California Code of Regulations pertaining to licensed health care service plans and any provision required to be in the MOU by these requirements shall bind IEHP whether or not provided in the MOU.

20. **INSURANCE** – Throughout the term of this Agreement, CONTRACTOR shall maintain, at its sole cost and expense, policies for insurance providing coverage for CONTRACTOR's general liability and professional liability (errors and omissions), and any other insurance coverage CONTRACTOR deems prudent and customary in the exercise of CONTRACTOR's business operations, in amounts as may be necessary to protect CONTRACTOR and its officers, agents, and employees in the discharge of its responsibilities and obligations under this MOU. Upon request, CONTRACTOR shall furnish IEHP with evidence of such insurance coverage.

21. **INDEPENDENT CONTRACTOR** – The relationship between IEHP and CONTRACTOR is an independent contractor relationship. Neither CONTRACTOR nor its employee(s) and/or agent(s) shall be considered to be an employee(s) and/or agent(s) of IEHP, and neither IEHP nor any employee(s) and/or agent(s) of IEHP shall be considered to be an employee(s) and/or agent(s) of CONTRACTOR. None of the provisions of this MOU 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 MOU.

22. **STATUS OF IEHP** – It is understood and acknowledged by CONTRACTOR that IEHP is a public entity and subject to all applicable open meeting and record laws, including but not limited to the California Public Records Act and the Ralph M. Brown Act.

23. **MODIFICATION OF MOU** – Any modifications to the terms of this MOU must be in writing and signed by the parties herein.

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

DEPARTMENT OF PUBLIC HEALTH:

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

Date: _____

ATTEST: Clerk

Governing Board
By: _____

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: _____
Steve J. Sohn
General Counsel
Inland Empire Health Plan

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

The San Bernardino County Department of Public Health (hereinafter referred to as DPH) and IEHP have complementary objectives to protect and promote the health of the general population. With a common interest in community health, DPH and IEHP seek to become working partners in preventing disease, prolonging life, and promoting mental and physical health through organized community efforts. The following Scope of Services delineate areas of understanding and agreement between DPH and IEHP:

Task	Description
Joint Programming	<p>IEHP and DPH shall work together in developing and implementing a joint health education and outreach program, including but not limited to the following focus areas:</p> <ol style="list-style-type: none">Comprehensive Perinatal Services Program (CPSP)Women, Infants and Children (WIC)Black Infant HealthCalifornia Children's Services (CCS)Child and Adolescent Health ServicesHuman Immunodeficiency Virus (HIV) ServicesSexually Transmitted Diseases (STDs)Tuberculosis Control ServicesHepatitis-CImmunizationsBreastfeedingOther communicable disease control services
Collaboration, Outreach & Community Integration	<p>Both parties agree to collaborate and partner in outreach campaigns for hard-to-reach and/or at-risk populations.</p> <p>Both parties commit to providing Member and community education to support community health objectives.</p> <p>IEHP shall participate in local community efforts to improve the health of children and adolescents, including participation in Provider needs assessments, community advisory groups and other appropriate activities.</p>
Liaisons	<p>Both parties agree to appoint liaisons to jointly collaborate on the provision of services and programs.</p>
DPH Cross-Promotion	<p>As needed, IEHP shall inform Members of the availability of DPH programs and services, how to access DPH programs and services, and that participation in these programs and services is voluntary.</p> <p>IEHP shall encourage Providers to refer Members to various DPH programs and services.</p>
Training and Resources	<p>Both parties agree to share mutually beneficial resources in the pursuit of community health objectives, including but not limited to, educational materials, technical</p>

	<p>assistance in the development of educational materials, development and/or provision of Provider training programs, and assistance with issues such as cultural competency.</p> <p>Both parties agree to cooperate to share information relating to local resources and community outreach and education activities targeting hard to reach populations or populations not utilizing preventative health services.</p> <p>IEHP shall participate with DPH in planning and implementation of Provider and Provider staff training and education.</p>
Data Sharing	Both parties agree to participate in discussions to develop mutually agreeable data sharing to support community health objectives, more effectively reach target populations and provide increased education and outreach to improve health outcomes, to the extent permitted by law.
Meetings	Both parties agree to meet, at a minimum, quarterly to ensure ongoing communication, resolve operational and administrative problems and identify policy issues needing resolution at the management level.