

## **MEMORANDUM OF UNDERSTANDING 2020-2021**

The Community Health Association Inland Southern Region (“Association”) and Community Health Center and Clinic Members (“MEMBERS”) hereby agree to the following Memorandum of Understanding (Agreement”). This AGREEMENT shall become effective as of the last date any authorized signatory affixes his/her signature below.

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their membership, other members, collaborating arrangements, and agreements in furtherance thereof the understanding of procedures dictated through the ASSOCIATION bylaws.

WHEREAS, this AGREEMENT is intended and shall be interpreted to partially fulfill the requirements for membership. MEMBERS are required to adhere to the ASSOCIATION’s bylaws and the eligibility requirements in obtaining and maintaining membership status through satisfying these four (4) criteria:

- (a) The MEMBER is licensed by the State of California, Department of Health Services, pursuant to Sections 1204(a)(1) or (2) of the California Health and Safety Code, relating to “Community Clinics” or “Free Clinics,” or is exempt from clinic licensure as an organization described in Section 1206(b)(c) and (d) of the California Health and Safety Code;
- (b) The MEMBER has a written policy of nondiscrimination based on ability to pay;
- (c) The MEMBER provides comprehensive primary health care to un-served and under-served populations in the Inland Southern Region; and
- (d) The MEMBER operates in a manner that furthers the mission of the Community Health Association Inland Southern Region.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the AGREEMENT agree as follows:

### **A. Responsibilities of the MEMBER**

- 1. MEMBERS shall pay annual dues based on a calendar year membership and at a rate established by the Board of Directors. Membership fees are due when invoiced and at no time shall exceed sixty days (60) past the date on the invoice. If membership dues are not paid within the allotted time, then membership and all rights may be terminated by the Board of Directors.

2. MEMBERS are required to attend the Board meetings based on a schedule determined by the Board of Directors. MEMBERS are to be present, on time, and respectful to their colleagues by turning off cell phones, listening attentively and keeping an open mind.
3. The right to vote at any meeting of MEMBERS is given to regular MEMBERS. Voting is done either by voice or ballot at each meeting. No proxies are allowed.
4. When patients are referred to a MEMBER'S health center or clinic for care, respect will be given to ensure the patient is returned to their primary care medical home for on-going primary medical care. Patients are not to be recruited from other member health center or clinics.
5. MEMBERS, when speaking at meetings will always tell the truth, be flexible respecting differences and exercising tolerance for others, to participate actively in membership meetings/actions, keep statements and comments concise, keep membership proceedings confidential, voice opposition to an action prior to membership vote in order to provide an explanation as to why the opposition, speak succinctly to further membership discussion, and offer alternatives when opposing an issue facing the membership.
6. MEMBERS will uphold and support the decisions made by the Board of Directors and the ASSOCIATION when providing public testimony or identifying as a MEMBER. However, when individual MEMBER'S interests preclude supporting the majority view, the MEMBER will advise the CEO of the individual actions the MEMBER intends to take.
7. MEMBERS will not abuse the ASSOCIATION for any advantage what so ever whether it being for personal or professional advancement.
8. MEMBERS will respect and recognize the CEO or his/her designee as the authorized spokesperson for the organization.
9. MEMBERS may not transfer its membership or any right arising there from without the consent of the Board of Directors.
10. Only MEMBERS are qualified to be Directors of the Board.
11. MEMBERS are not allowed to set a value, worth, importance or fine on membership.

## **B. Responsibilities of the ASSOCIATION**

1. The ASSOCIATION will promote and facilitate equal access to quality health care for individuals and families throughout the Inland Southern Region through organized public and private nonprofit health care.

2. The ASSOCIATION shall keep a record of the minutes of all meetings of Directors and of all meetings of MEMBERS, with the time and place of holding, whether regular or special (if special, how authorized) the notice given, the names of those present or represented at MEMBERS meetings, and proceedings thereof.
3. The ASSOCIATION shall keep and maintain adequate and correct accounts of its properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.
4. The ASSOCIATION shall also keep the original or a copy of the Articles of Incorporation, and Bylaws amended to date.
5. The ASSOCIATION legally has the power to indemnify each person who may serve or who has served at any time as an officer, director, or employee of the ASSOCIATION against all expenses and liabilities.
6. The ASSOCIATION's fiscal year shall be January 1-December 31, but may be changed by resolution of the Board of Directors.

### **C. Mutual Responsibilities**

1. The ASSOCIATION and the MEMBERS will not discriminate against any member, employee or applicant because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.
2. The ASSOCIATION and the MEMBERS shall abide by the following code of conduct:
  - Mutual respect and courtesy shall prevail at all times between all participants.
  - Listen fully to others.
  - Encourage diverse perspectives.
  - Disagree openly and courteously.
  - Share all relevant information. Confidentiality shall be strictly adhered to.
  - Strive for consensus.
  - Ask, rather than assume.
  - Discuss interests, not positions.
  - Be a good team player.
  - During group meetings, such as legislative visits or alike, there is equal standing among all individuals and organizations present (no promotion of one's own organization over another)
  - Treat the staff with dignity and respect.
  - Maintain appropriate communication boundaries with staff concerning internal operational and personnel issues.

**D. Liability**

Neither MEMBERS nor ASSOCIATION Board of Directors be, solely on account thereof, personally liable for the debts, liabilities, or obligations of the ASSOCIATION.

**E. Compensation**

There shall be no compensation other than remittance of reimbursement for expenses occurring for a MEMBER, Director, or Officer of the ASSOCIATION, for work done on behalf of the ASSOCIATION.

**F. Obligations**

The parties acknowledge that no contractual relationship is created between them by this AGREEMENT, but agree to collaborate in the true spirit of partnership to ensure that there is united, visible, and responsive leadership by means of fostering collaboration and support.

**G. Term and Termination**

This AGREEMENT is effective upon signature by the authorized officials from ASSOCIATION and MEMBER and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than sixty (60) days prior written notice to the other party.

**H. Assignment**

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

**I. Amendment**

This AGREEMENT may be amended or supplemented in writing, if the writing is signed by the party obligated under this AGREEMENT.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of Effective Date.

**MEMBER**

Approved by:

Name of Member Organization:

County of San Bernardino on Behalf of Arrowhead Regional Medical Center

Approved by:

Signature

Curt Hagman

Printed Name

Chairman, Board of Supervisors

Title

Date

**ASSOCIATION**

Community Health Association Inland Southern Region

Approved by:

Signature

Printed Name

Interim President and Chief Executive Officer

Title

Date