

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number  
Non-Financial

### Department of Public Health

|   |                                       |
|---|---------------------------------------|
| <b>Department Contract Representative</b> | <u>Lisa Ordaz, HS Contracts</u>       |
| <b>Telephone Number</b>                   | <u>(909) 388-0222</u>                 |
| <b>Contractor</b>                         | <u>Health Net of California, Inc.</u> |
| <b>Contractor Representative</b>          | <u>Jaime Botello</u>                  |
| <b>Telephone Number</b>                   | <u></u>                               |
| <b>Contract Term</b>                      | <u>06/14/2021 through 06/30/2021</u>  |
| <b>Original Contract Amount</b>           | <u>Non-Financial</u>                  |
| <b>Amendment Amount</b>                   | <u>N/A</u>                            |
| <b>Total Contract Amount</b>              | <u>Non-Financial</u>                  |
| <b>Cost Center</b>                        | <u>Non-Financial</u>                  |

**Briefly describe the general nature of the contract:**

Non-financial Memorandum of Understanding (MOU) with Health Net of California, Inc. for assistance in the staffing and provision of a COVID-19 vaccination clinic at Anthony Munoz Community Park in Ontario. The MOU delineates the responsibilities of both parties.

**FOR COUNTY USE ONLY**

DocuSigned by:  
Approved as to Legal Form  
Adam Ebright  
8FC599C63614E1  
Adam Ebright, Deputy County Counsel  
Date June 14, 2021

DocuSigned by:  
Reviewed for Contract Compliance  
Tanya Bratton  
5E924745ABE540D...  
Tanya Bratton, HS Contracts  
Date June 14, 2021

DocuSigned by:  
Reviewed/Approved by Department  
Andrew Goldfrach  
EB6EE96EC8974DA  
Andrew Goldfrach, Interim Director  
Date June 14, 2021

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into as of June 14, 2021 ("Effective Date") between Health Net of California, Inc., on behalf of itself and the subsidiaries, and affiliates of Health Net, L.L.C. (collectively "Health Net") and the County of San Bernardino ("County"), (collectively, the "Parties"). As part of its response to the COVID-19 pandemic emergency ("Pandemic Emergency"), the County is planning on conducting a series of vaccination clinics in San Bernardino County to administer COVID-19 vaccinations ("COVID-19 Clinic") and desires assistance in the staffing and provision of the COVID-19 Clinics. Health Net desires to provide staffing and other assistance to the County for the COVID-19 Clinics on the terms and conditions set forth in this MOU.

### **1. Health Net Responsibilities**

Health Net will provide COVID-19 Clinic services in connection with the Pandemic Emergency to the County for the COVID-19 Clinics at locations, dates and times as shall be agreed upon by the Parties.

- Use of a Health Net branded RV or Tents, staffed with up to two appropriately California licensed Registered Nurses (RN) and/or Licensed Vocational Nurses (LVN), and up to six additional non-licensed personnel to help the County with event management and vaccination of participants at the COVID-19 Clinics.
- Provide the County with a list of Health Net personnel scheduled for each COVID-19 Clinic at least 72 hours in advance of the event.
- Supply appropriate equipment and supplies to support vaccination services at the COVID-19 Clinics.
- Provide one LVN, along with up to two additional non-licensed personnel to help support the County owned "Sprinter Vans." Sprinter Vans refers to County-owned and operated vehicles that will be provided by and used by the County for the COVID-19 Clinics.
- Provide Personal Protective Equipment (gloves, face shields and masks) ("Health Net PPE") to all staff supporting COVID-19 Clinics.
- Obtain, at its sole cost and expense, all required permits and necessary authorization for use of identified COVID-19 Clinic locations, in advance of the event(s).

Health Net will provide the foregoing COVID-19 Clinic services at various locations in San Bernardino County. Health Net RV use is limited to two to three times per week for a maximum period of eight hours per day. Health Net may provide COVID-19 Clinic support services directly or indirectly through its subcontractors. Health Net will be responsible for compensating any subcontractor it uses to provide these COVID-19 clinic services. The schedule and time periods are identified in Exhibit A attached hereto and may be modified by mutual written agreement of the Parties.

### **2. Background Checks for Contractor's Personnel**

Health Net shall ensure in accordance with its personnel policies that its personnel, which includes Health Net subcontractors, (a) are authorized to work and are licensed in the jurisdiction and manner in which they are assigned to perform the COVID-19 Clinic services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide the COVID-19 Clinic services to the County; and (c) are not otherwise disqualified from performing the COVID-19 Clinic services under applicable law. Health Net shall conduct a background check, at Health Net's sole expense, on all its personnel providing such services under this MOU, in accordance with Health Net's personnel policies. If requested by the County, and allowed by Health Net's personnel policies and applicable State privacy laws, Health Net shall provide the results of the background check of each to the County. Health Net personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County

property or services, and County shall have the right, at its sole option, to refuse access to any Health Net personnel to any County facility.

**3. Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this MOU, Health Net agrees that Health Net, Health Net employees and Health Net subcontractors, while performing COVID-19 Clinic services for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Health Net or Health Net's employee, or Health Net's subcontractor's employees who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Health Net shall inform all its employees and subcontractor's employees that are performing COVID-19 Clinic services for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this MOU, if Health Net or Health Net's employees or Health Net's subcontractor's employees are determined by the County not to be in compliance with this provision.

**4. Employment Discrimination**

During the Term of the MOU, neither Health Net nor County shall discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**5. Relationship of the Parties**

In the performance of this MOU, Health Net, its agents, subcontractors, and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

**6. Safety and Risk Mitigation**

Health Net and County shall ensure assigned staff, including employees and subcontractors, and volunteers strictly adhere to all the following safety measures and risk mitigation strategies, in addition to any local requirements or other safety measures established at the COVID-19 Clinic sites:

- a. Refrain from being present at the COVID-19 Clinic site and participating in the vaccination if they have any symptoms of COVID-19 including: shortness of breath or difficulty breathing, coughing, fever or chills, muscle or body aches, loss of taste or smell, or any other symptoms of COVID-19 as identified by the Center for Disease Control (CDC), and/or have been exposed or have reason to believe they were exposed to someone with

COVID-19;

- b. Practice social distancing with other volunteers and individuals that are present at the vaccination site; "social distancing" shall be defined as keeping a space of at least six (6) feet or more between other individuals at all times;
- c. Wear a cloth face covering or mask at all times.

## **7. County Responsibilities**

Except for the specific COVID-19 Clinic services provided by Health Net in Section 1 above, County will provide all other services necessary and appropriate to conduct a series of vaccination clinics in San Bernardino County to administer COVID-19 vaccinations at the COVID-19 Clinics ("County Services"), including without limitation, the following:

- Provision of CDC and federal government approved COVID-19 vaccines; quantities cannot be guaranteed by County and will be based on real-time availability.
- Obtain written consents or authorizations from participants receiving the COVID-19 vaccinations, in accordance with applicable laws.
- Securing County owned or operated event locations for mobile COVID-19 Clinics, such as County Parks, Libraries, etc.
- Provide administrative support for registration and scheduling of COVID-19 vaccinations, and other necessary and appropriate administrative support to ensure the vaccination process is in compliance with all State of California and federal governmental guidelines, providing and reporting all of the information and data as required by the State of California and the federal government.
- Establish the routes and locations for use of County-owned Sprinter Vans.
- Provide administrative oversight at each COVID-19 Clinic site.

## **8. COVID-19 Clinic Prevention Measures**

The Parties agree to support the following COVID-19 prevention measures: (i) County will provide an event space with enough space for 6-foot separation between participants and Health Net or County staff present at each COVID-19 Clinic in registration lines, waiting areas, seating, etc.; (ii) mask wearing by all participants and staff, including Health Net's subcontractors; (iii) all staff present submit to COVID-19 screening processes along with all participants; (iv) Health Net will provide single-use pens to sign consent forms; and (v) Health Net and County staff will wear all other appropriate personal protective equipment such as gloves, masks and face shields that are appropriate to prevent transmission of COVID-19.

## **9. Responsibilities and Compliance**

Health Net and County shall comply with all legal requirements applicable to its performance of its respective COVID-19 Clinic services under this MOU, including without limitation: (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other applicable privacy law; (ii) the Affordable Care Act; (iii) the Americans with Disabilities Act; and (iv) any applicable governmental licensing, reporting, recording, and disclosure requirements. The Parties agree that the services set forth herein are not intended to provide any remuneration in cash or in kind for any referral or service provided to any patient.

## **10. PREP Act Protections**

Both parties understand and agree that all actions undertaken by Health Net and the County are protected under the Public Readiness and Emergency Preparedness Act (PREP Act), which provides immunity from liability (except for willful misconduct, as defined in the PREP Act) for claims of loss caused, arising out of relating to, or resulting from the administration or use of a covered countermeasure to diseases, threats and conditions that constitute a present, or credible risk or a future public health emergency to

entities and individuals involved in the development, manufacture, testing, distribution, administration, and use of such countermeasures as issued by the Secretary of Health and Human Services in response to the COVID-19 pandemic on February 4, 2020. The Parties agree and acknowledge their understanding that by providing its respective services, products and facilities for use in the medical emergency response, County and Health Net are “covered persons” and that the equipment and supplies used to administer and distribute the vaccines, including but not limited to Health Net PPE, as well as the vaccination supplies to be administered, are all “covered countermeasures” as those terms are defined in PREP Act.

**11. Hold Harmless Agreement**

Each Party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that Party or its employees or representatives in the performance or omission of any act or responsibility of that Party under this MOU.

**12. Confidentiality**

The Parties each agree to hold participant health information and all confidential or proprietary information or trade secrets or records of the other Party, (except as provided herein, or by law, e.g. Public Records Act) in trust and confidence. Any Party claiming that information is confidential or proprietary information or trade secrets or confidential records (collectively “Confidential Information”) is obligated to advise the other Party of such claim prior to sharing that Confidential Information. This obligation can be met through, for example, but not exclusively, the proper marking of and discrete dissemination of such Confidential Information so that the receiving Party understands it has received such Confidential Information. Failure to properly advise the receiving Party shall be a waiver by the Party claiming such confidentiality. Notwithstanding the foregoing, the Parties acknowledge and agree that this provision does not preclude disclosure by a Party to regulatory agencies. The Parties agree that such information shall be used only for the purposes contemplated herein, and not for any other purpose. The Parties agree that nothing in this MOU shall be construed as a limitation of i) a Party’s rights or obligations with respect to subcontractors, or ii) disclosures to counsel or a consultant of a Party for the purpose of monitoring regulatory compliance or rendering legal advice pertaining only to this MOU. The terms of this Section 11 shall survive termination of this MOU.

**13. Insurance**

For any potential liability a Party may have arising out of or related to the performance of this MOU, each Party shall, at its sole cost and expense, maintain comprehensive liability insurance including public liability and property damage coverage, insuring each such Party for at least one million dollars per occurrence of bodily injury, one million dollars per occurrence and one million dollars per occurrence for property damage. Each Party shall also maintain, or ensure that applicable Workers’ Compensation insurance is in place in accordance with statutory requirements for all staff performing the Services under this MOU.

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

**14. Term and Termination**

This MOU is effective as of the date entered above and shall continue through June 30, 2021, unless terminated earlier as provided herein (“Term”). This MOU may be terminated within (14) days by either Party upon written notice to the other Party. The Parties may extend the Term by written agreement.

**15. Compensation**

There is no compensation between the Parties under this MOU. Parties shall be responsible for their own costs and expenses in the performance of their respective services under this MOU.

**16. Governing Law**

This MOU shall be governed by and interpreted in accordance with the law of California.

**17. Entire Agreement/Counterparts/Notices**

This MOU represents the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this MOU shall be valid or binding. Notices under this MOU shall be in writing and addressed to the representatives listed below, and at the addresses set out below their names. Notices shall be sent by overnight courier or via certified mail, return receipt requested.

**18. MOU Execution**

This MOU may be executed in a number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together 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 other 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.

**19. Certification of Authority to Execute This MOU**

The Parties certify that the individual signing below has authority to execute this MOU on behalf of each Party, and may legally bind each Party to the terms and conditions of this MOU, and any attachments hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

In Witness Whereof, Health Net and County have entered into this MOU to be effective as of the date set out above and is signed below by its authorized representatives.

COUNTY



Leonard X. Hernandez  
Chief Executive Officer

Date: 6/14/2021

385 N. Arrowhead Ave.

San Bernardino, CA 92415  
Address

HEALTH NET



Martha Santana-Chin  
Government Programs Officer

Date: June 11, 2021

21281 Burbank Boulevard

Woodland Hills, CA 91367  
Address

**EXHIBIT "A"**  
**Health Net MPOD Schedule**

| Event # | Date       | Location                     | Address  | # of Doses | Vaccine Type                                      | Health NET or County Mobile Unit | Schedule   |
|---------|------------|------------------------------|--|------------|---|----------------------------------|--|
| 1       | 06/19/2021 | Anthony Munoz Community Park | 1240 W. 4 <sup>th</sup> St.,<br>Ontario, CA<br>91762 | 150        | Pfizer, 2 <sup>nd</sup> Dose or Johnson & Johnson | Health NET Mobile Unit           | Arrive on site & set-up:<br>0830<br>Clinic Operations: 1000-1400<br>Demob: 1400-1600 |



## County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

**Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.**

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

**For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.**

Department/Agency/Entity: Department of Public Health

Contact Name: Lisa Ordaz Telephone: (909) 388-0222

Agreement No.: \_\_\_\_\_ Amendment No.: \_\_\_\_\_ Date of Board Item 5/18/2021 Board Item No.: 101

Name of Contract Entity/Project Name: Health Net of California, Inc. (Health Net)

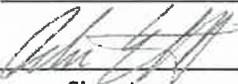
**Explanation of request/Special Instructions:**

Ratification request for a non-financial MOU between the County and Health Net for assistance in the staffing and provision of a COVID-19 vaccination clinic, at Anthony Munoz Community Park in Ontario, on June 19, 2021. DPH is requested that the MOU be signed by the Chief Executive Officer (CEO) based on the date of the vaccination event.

On March 24, 2020 (Item No. 67), the Board of Supervisors (Board) approved the CEO to execute contracts with ratification on the next available Board meeting should these matters require a response when time is of the essence. Such authority was extended most recently on May 18, 2021 (Item No. 101).

**Insert check mark that the following required documents are attached to this request:**

- Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- Board Agenda item that delegated the authority

|  |  |   |
|--|--|---|
| <b>Department Routed to County Counsel</b> | County Counsel Name:<br>Adam Ebright   | Date Sent:<br>6/7/21  |
| <b>Reviewing County Counsel Use Only</b>   | Review Date <u>6/8/21</u><br><br><br>Signature  | <b>Determination:</b><br><input checked="" type="checkbox"/> Within Scope of Delegated Authority<br><input type="checkbox"/> Outside Scope of Delegated Authority   |
| <b>CAO-Special Projects Use Only</b>       | Review Date <u>6/14/21</u><br><br><br>Signature | <b>Disposition:</b><br><input checked="" type="checkbox"/> Route for signature to:<br>___ Chair <input checked="" type="checkbox"/> CEO ___ Department<br>___ Return to Department for preparation of agenda item |