

FUNDING AGREEMENT

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

SILVER VALLEY UNIFIED SCHOOL DISTRICT

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 Silver Valley Unified School District (“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 a school-based clinic (“PROJECT”);

WHEREAS, funding is provided to support RECIPIENT to purchase a modular unit to function as a school-based clinic to make services easily accessible to students and the community.

WHEREAS, in exchange for the funding from IEHP, RECIPIENT will provide IEHP with development milestones when installation begins and is completed.

WHEREAS, the funding from IEHP will allow for access to medical, dental and mental health services to students and members of the community. The school-based clinic will offer services to achieve continued improvement of care for individuals residing in surrounding cities.

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 until December 31, 2025 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 two-hundred and fifty thousand dollars (\$250,000.00). 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 reserved 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

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.

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, effective immediately upon 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 and 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: Purchasing Department
Purchasing@iehp.org

RECIPIENT:

Jesse Najera
Superintendent
Silver Valley Unified School District
35320 Daggett Yermo Road
Yermo, Ca 92398
(760) 254-2916

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. 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.

20. 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.

SILVER VALLEY UNIFIED SCHOOL DISTRICT:

INLAND EMPIRE HEALTH PLAN:

By: _____
Jesse Najera
Superintendent

By: _____
Takashi Wada, MD, MPH
Chief Medical Officer

Date: _____

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

SCOPE

Silver Valley Unified School District will be purchasing a modular unit to function as a school-based clinic. Silver Valley will partner with an external, clinical partner to provide the clinical care that will be offered through the school-based clinic.

Funding will support the purchase of a new, modular unit to provide access to medical, dental, and mental health care to students and individuals in the community.

FUNDING

IEHP shall provide Silver Valley Unified School District with \$250,000.00 to support the purchase of a modular unit to function as a school-based clinic.

SUCCESS MEASURES

- Installation of modular unit by January 1, 2025.
- Provide services by December 1, 2025.

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 \$250,000.00.

Deliverable	Cost	Frequency
Up-front payment for planning and materials.	\$150,000	One time cost due within 30 days of fully executed agreement.
Installation of modular unit for clinical space and working space for Community Health Worker (CHW)/Enhanced Care Management (ECM) services.	\$50,000	One time cost due within 30 days of confirmation of receipt that deliverable is met.
First patient seen at the school-based clinic.	\$50,000	One time cost due within 30 days of confirmation of receipt that deliverable is 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.