

**FIRST AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING
RELATED TO WIC SERVICES
BETWEEN**

**INLAND EMPIRE HEALTH PLAN, KAISER FOUNDATION HEALTH PLAN, INC.,
MOLINA HEALTH CARE OF CALIFORNIA, INC., PUBLIC HEALTH FOUNDATION
ENTERPRISES WIC PROGRAM dba HELUNA HEALTH AND COMMUNITY
ACTION PARTNERSHIP OF KERN**

This First Amendment to the Memorandum of Understanding Relating to WIC Services (First Amendment) is made by and among Kaiser Foundation Health Plan, Inc. (KFHP), Inland Empire Health Plan (IEHP), Molina Health Care of California, Inc. (Molina), Public Health Foundation Enterprises WIC Program dba Heluna Health (PHFE WIC), and Community Action Partnership of Kern WIC Program (CAPK WIC) (each, a Party and collectively, the Parties), and amends that certain Memorandum of Understanding between the Parties relating to WIC Services (the MOU).

NOW THEREFORE, the parties agree as follows:

- A. The Parties entered into the MOU to coordinate services and activities relating to WIC Services and Medi-Cal care coordination in accordance with the DHCS WIC MOU template and applicable law.
- B. The Parties desire to amend the MOU to add Section 15 addressing publicity, use of names and marks, work product, intellectual property, and related provisions consistent with the Parties' ongoing collaboration and Section 11 of the MOU (Data Sharing and Confidentiality).
- C. Addition of Section 15. The MOU is hereby amended to add new Section 15, entitled "Publicity; Use of Names and Marks; Publications; Work Product; Intellectual Property," which shall read in full as follows:

"Publicity; Use of Names and Marks; Publications; Work Product; Intellectual Property.

15.a Publicity and Use of Names. No Party may use any trade name, logos, trademarks, service marks, domain names, social media handles, or similar brand identifiers (collectively, Marks) without that Party's prior written consent. Routine posting of the executed MOU required by Section 14.a and disclosures compelled by law or court order are permitted, with advance notice and cooperation to limit disclosure where lawful. Nothing in this Section restricts a Party from making factual statements about its own programs that do not identify another Party or use another Party's Marks. Each Party may seek injunctive relief for breach of this Section. This Section does not alter or apply to the data sharing and confidentiality provisions contained in Section 11 (Data Sharing and Confidentiality) and its lettered subsections regarding the exchange of member information

and data as required to accomplish the goals of the MOU. This MOU creates no license or publicity rights. Notwithstanding any provision of Section 15, routine posting of the executed MOU required by Section 14.a is allowed.

15.b Intellectual Property; Work Product; Ownership. Each Party retains ownership of its pre-existing intellectual property and materials (Background IP). Materials developed solely by a Party are owned by that Party (Sole Work Product). Materials developed jointly by two or more Parties are jointly owned by those Parties (Joint Work Product), and each owning Party may use Joint Work Product to perform this MOU and for internal business purposes. No ownership transfers under this MOU. Notwithstanding any provision of section 15, the non-party specific language in policies and procedures jointly developed as required by this MOU is not Joint Work Product and may be used in other MOUs without any regard for ownership.

15.c Limited License for Embedded IP. To the extent a Party's Background IP or Sole Work Product is embedded in Joint Work Product, that Party grants the other Parties a nonexclusive, royalty-free, nontransferable, non-sublicensable license to use only what is necessary to use the Joint Work Product to perform this MOU and for internal business purposes. Any broader use requires the owning Party's prior written consent. No license to any Party's Marks is granted without express written consent.

15.d Survival. This Section survives expiration or termination of the MOU.

- D. Effective Date. This First Amendment shall be effective as of the date of execution (the Effective Date), unless otherwise expressly stated herein.
- E. No Other Changes. Except as expressly amended by this First Amendment, all other terms and conditions of the MOU remain unchanged and in full force and effect.
- F. Authority. Each Party represents and warrants that the individual signing this First Amendment on its behalf has full authority to execute this First Amendment and to bind that Party.
- G. Counterparts; Electronic Signatures. This First Amendment may be executed in counterparts, including by electronic or PDF signature, each of which shall be deemed an original and all of which together constitute one instrument.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to the Memorandum of Understanding related to WIC services as set forth below.

MCP CEO or Responsible Person

Kaiser Foundation Health Plan, Inc.

Signed by: Celia Williams
Signature: _____
Date: 4/27/2026 10:10 PM PDT

Name: Celia Williams
Title: Executive Director, Medicaid Care
Delivery and Operations
Notice Address: 393 E. Walnut St.,
Pasadena, CA 91188
Notice Electronic Delivery:
KPMOU@kp.org

Agency Director or Responsible Person

Public Health Foundation Enterprises

WIC Program: **a Health**
Signed by: Kiran Saluja
Signature: _____
Date: 4/1/2026 5:01 PM PDT

Name: Kiran Saluja
Title: Executive Director
Notice Address: 13181 Crossroads
Parkway North #540, City of Industry,
CA 91746
Notice Electronic Delivery:
kiran@phfewic.org

Molina Health Care of California, Inc.

Signed by: Abbie Ann Totten
Signature: _____
Date: 4/9/2026 9:50 AM PDT

Name: Abbie Totten
Title: Plan President
Notice Address: 200 Oceangate, Long
Beach, CA 90802
Electronic Delivery:

Community Action Partnership of Kern

WIC Program: _____
Signed by: Jeremy Tobias
Signature: _____
Date: 4/2/2026 11:23 AM PDT

Name: Jeremy Tobias
Title: Chief Executive Officer
Notice Address: 1300 18 St Suite 200
Bakersfield CA 93301
Notice Electronic Delivery:
Not applicable

Inland Empire Health Plan

Signed by: Edward Juhn
Signature: _____
Date: 3/27/2026

Name: Edward Juhn, MD, MBA, MPH, for Jarrod McNaughton, MBA, FACHE
Title: Chief Medical Officer for Chief Executive Officer
Notice Address: 10801 Sixth St., Suite 120, Rancho Cucamonga, CA 91730
Notice Electronic Delivery:
Jennifer.Fairfax-J@iehpa.org

DocuSigned by:
Signature on Behalf of
IEHP Governing Board
Approved under
Minute Order 24-096
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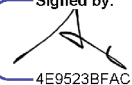
By: _____
Chair, IEHP Governing Board

Date: _____

Attest:  _____
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Secretary, IEHP Governing Board

Date: 3/27/2026

Approved as to Form:

Signed by:  _____
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Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

Initial
MDN

Date: 3/27/2026