

CONFIDENTIAL

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Contract Number

25-466

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>909-580-6150</u>
Contractor	<u>Alpha Care Medical Group, Inc.</u>
Contractor Representative	<u>Robert Whetnight</u>
Telephone Number	<u>626-620-0039</u>
Contract Term	<u>January 1, 2025 through December 31, 2029</u>
Original Contract Amount	<u>Revenue Agreement</u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u></u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Alpha Care Medical Group, Inc. ("IPA") is an Independent Physician/Practice Association that is contracted with Inland Empire Health Plan ("IEHP") to coordinate care for IEHP's Medi-Cal managed care plan members who are delegated to IPA ("Members") and is responsible for coordinating and paying for services for the Members; and

WHEREAS, San Bernardino County ("County"), by and through Arrowhead Regional Medical Center ("ARMC"), operates several healthcare facilities to ensure that the residents of San Bernardino County have access to medical services; and

WHEREAS, IPA desires to contract with the County for ARMC to provide medically necessary outpatient services to the Members; and

WHEREAS, County, by and through ARMC, desires to provide medically necessary outpatient services to the Members; and

NOW, THEREFORE, the County on behalf of ARMC and IPA enter into this Memorandum of Understanding (MOU) as a full statement of their respective responsibilities during the term of this MOU, and in consideration

of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

A. RESPONSIBILITIES

- A.1** ARMC shall arrange for the provision of medically necessary outpatient services ("Services") to Members. Notwithstanding the foregoing, and subject to all applicable laws, ARMC reserves the right to refuse outpatient services to any individual that is dismissed as a patient from ARMC's care due to abusive, harassing, violent, or other similar conduct that endangers the safety or health of ARMC's employees, patients, or visitors, or that significantly disrupts ARMC's operations.
- A.2** ARMC shall provide the Services in accordance with all applicable federal and state laws, licensing requirements, regulatory requirements, requirements of accreditation agencies, and professional standards.
- A.3** All Member medical records and data related to Services to Members generated by ARMC shall remain the property of ARMC and shall be kept in compliance with all applicable privacy and confidentiality requirements imposed by state and federal laws, including, without limitation, the relevant requirements of the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, Confidentiality of Medical Information Act, Lanterman-Petris-Short Act, and other such applicable laws regarding confidentiality of medical records and regulations adopted thereunder. Notwithstanding the foregoing and subject to all applicable laws, upon IPA's reasonable request, ARMC may provide such records and data to IPA.
- A.4** IPA shall be fully informed of the types of Services that ARMC and its healthcare providers are capable of providing to Members. IPA shall not refer any Members to ARMC for Services which ARMC does not have the technical capability to provide.
- A.5** Subject to all applicable laws and upon reasonable request by ARMC, IPA shall provide all medical records in its possession relating to Members referred to ARMC to enable ARMC to appropriately provide the Services.

B. GENERAL MOU REQUIREMENTS

- B.1 MOU Amendments**
Any alterations, variations, modifications, or waivers of the provisions of the MOU, shall be valid only when reduced to writing, executed and attached to the original MOU and approved by the person(s) authorized to do so on behalf of the parties.
- B.2 MOU Assignability**
Neither party shall assign this MOU, or their respective obligation, duties, or benefits under this MOU without the prior written consent of the other party. This MOU, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this MOU.
- B.3 Choice of Law; Venue**
This MOU shall be governed by and construed under the laws of the State of California. Any action under this Contract shall be venued exclusively in the Superior Courts of the State of California in accordance with applicable state law governing venue.
- B.4 Confidentiality**
Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The parties

acknowledge they are covered entities who are subject to HIPAA and HITECH. The parties agree to fully comply with the applicable provisions of HIPAA and HITECH, and all other applicable federal and state laws pertaining to the protection of health information.

B.5 County Representative

The ARMC Hospital Director shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this MOU.

B.6 Debarment and Suspension

The parties represent and warrant that they are not and at no time have been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, the parties represent and warrant that no proceedings or investigations are currently pending or to the party's knowledge threatened by any federal or state agency seeking to exclude the party from such programs or to sanction the party for any violation of any rule or regulation of such programs. In the event that either party receives notice of, or otherwise becomes aware of, any debarment, proposed debarment or such other exclusion, suspension, restriction or sanction of itself, or any person providing services in connection with the performance of this Contract, the party shall notify the other party of this immediately, and the other party shall have the right to immediately terminate this MOU upon written notice.

B.7 Legality and Severability

The parties' actions under the MOU shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this MOU are specifically made severable. If a provision of the MOU is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B.8 Licenses, Permits and/or Certifications

The parties shall ensure that they have all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The parties shall maintain these licenses, permits and/or certifications in effect for the duration of this MOU. Each party will notify the other immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this MOU.

B.9 Nondisclosure

Each party shall hold as confidential this MOU, and shall not disclose this MOU to any third-party, except where disclosure is required by law.

B.10 Access to Records

Each party shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. All records shall be complete and current and comply with all MOU requirements. During the term of this MOU, plus four (4) years after the term, both parties will comply with all applicable requirements of 42 CFR Section 420.302, including without limitation: (i) retaining required documents, and (ii) giving the US Comptroller General, HHS, and their duly authorized representatives access to its MOU, books, documents, and records related to this MOU and those of any organizations related to the parties.

B.11 Relationship of the Parties

The relationship between the parties is an independent contractor relationship. Neither parties' employees and/or agents are or shall be considered an employee and/or agents of the other party. Nothing contained in this MOU shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party.

B.12 Mutual Covenants

The parties to this MOU mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C. TERM AND TERMINATION

This MOU is retroactively effective as of January 1, 2025 through December 31, 2029, but may be terminated earlier in accordance with the provisions of this MOU.

Each party reserves the right to terminate the MOU, for any reason, with a thirty (30) day written notice. Upon termination and in accordance with the Fiscal Provisions in this MOU, payment will be made by the IPA to County for all Services rendered to Members prior to the date of termination. Upon termination, the parties shall cooperate with each other to ensure continuity of care for the Members, and IPA shall comply with all applicable laws and contractual requirements relating to continuity of care for such Members.

D. FISCAL PROVISIONS

F.1 Compensation: IPA shall pay to County 100% of the prevailing Medi-Cal rate on the date of service for the Services rendered by ARMC to the Members. Notwithstanding the foregoing, payment shall not exceed ARMC's total billed charges. IPA shall make such payments within forty-five (45) calendar days from receipt of a Clean Claim. The term "Clean Claim" is defined as claim forms submitted that include all reasonably relevant information necessary to process the claim, per Medi-Cal guidelines.

F.2 Billing: ARMC shall make reasonable efforts to submit Clean Claims to IPA within one-hundred and eighty (180) calendar days from the date of service. The claim shall be submitted on the Universal Billing Form (UB04), or its successor claim form.

F.3 ARMC shall send all claims to IPA at the following address, Electronic Data Interchange (EDI) #:

*Alpha Care Medical Group, Inc.
c/o Astrana Health Management Inc Claims Department
1600 Corporate Center Dr. Suite 103
Monterrey Park, Ca 91754*

Electronic Claims Submission:

Claims can be submitted electronically via Office Ally using payer ID: NMM05

E. INDEMNIFICATION AND INSURANCE REQUIREMENTS

E.1 Indemnification

- IPA shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that is proximately caused by the negligent or intentional acts or omissions of IPA, its officers, employees, and agents.
- County shall indemnify and hold IPA, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that is proximately caused by the negligent acts or omissions of County, its officers, employees and agents.
- In the event that IPA or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective actions or omissions, the IPA and/or County shall indemnify the other to the extent of its comparative fault.

- The parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this MOU.

E.2 Insurance

Each party agrees to maintain insurance policies or a self-insurance program with the minimum policy limits set forth below for the term of this MOU:

- Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability.
- Commercial/General Liability Insurance – General Liability Insurance covering all operations performed by or on behalf of the party providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include personal injury, contractual liability, and a minimum \$2,000,000 general aggregate limit.
- Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate.

F. NOTICES

All written notices provided for in this MOU or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer*

*Alpha Care Medical Group, Inc.
c/o: Astrana Health Management Inc.
1668 S. Garfield Ave. 2nd Floor
Alhambra, Ca 91801
Attn: CEO & SVP of Contracting*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

G. ENTIRE AGREEMENT

This MOU represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this MOU and signs it of its own free will.

H. INTENT OF THIS MEMORANDUM OF UNDERSTANDING

The Parties shall work in good faith to negotiate a comprehensive Hospital Services Agreement ("Agreement") within 180 days. Once executed, such Agreement shall supersede and replace this MOU as of the effective date of the Agreement

I. LEVINE ACT - CAMPAIGN CONTRIBUTION DISCLOSURE (FORMERLY REFERRED TO AS SENATE BILL 1439)

IPA has disclosed to the County using Attachment 1 – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the Board of Supervisors. IPA acknowledges that under Government Code section 84308, IPA is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, IPA will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the IPA or by a parent, subsidiary or otherwise related business entity of IPA.

J. ELECTRONIC SIGNATURES

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts 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 mail transmission), which signature shall be binding on the 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, San Bernardino County on behalf of Arrowhead Regional Medical Center and IPA have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY on behalf of
Arrowhead Regional Medical Center

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 18 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD


 Lynna Monell
Clerk of the Board of Supervisors
for the San Bernardino County

By _____ Deputy



ALPHA CARE MEDICAL GROUP, INC.

(Print or type name of corporation, company, contractor, etc.)

By  (Authorized signature - sign in blue ink)

(Authorized signature - sign in blue ink)

Thomas Lam, M.D., M.P.H.

Name _____
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: 05/23/2025
Address 1668 S. Garfield Ave. 2nd Floor
Alhambra, Ca 91801

FOR COUNTY USE ONLY

Approved as to Legal Form

~~Charles Phan, Supervising Deputy County Counsel~~

Date **5/23/2025**

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive Officer

Date **5/29/2025**

ATTACHMENT 1



Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" on this Attachment refer to IPA. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Alpha Care Medical Group, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: n/a
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): APC-LSMA Designated Shareholder Medical Corporation
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
APC-LSMA Designated Shareholder Medical Corporation	Parent company

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
n/a	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.