

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO COUNTY TRANSITIONAL ASSISTANCE DEPARTMENT
AND
INLAND EMPIRE HEALTH PLAN
FOR
DATA SHARING
DECEMBER 6, 2025

WHEREAS, San Bernardino County Transitional Assistance Department, hereinafter referred to as TAD, administers the public assistance programs in San Bernardino County, including Medi-Cal, California's Medicaid program serving low-income individuals; and

WHEREAS, Inland Empire Health Plan, hereinafter referred to as IEHP, is a Local Initiative Health Plan formed pursuant to Welfare and Institutions Code section 14000, et seq., through a Joint Powers Agreement (JPA) between the Counties of Riverside and San Bernardino, operates in compliance with the Knox-Keene Health Care Services Act of 1975, and arranges and pays for the provision of covered Medi-Cal services to eligible Medi-Cal members residing in San Bernardino County; and

WHEREAS, Eligibility for Medi-Cal must be reevaluated on an annual basis. Failure to complete and return an Annual Redetermination to TAD results in loss of benefits for individuals and families; and

WHEREAS, TAD is committed to developing strategies to improve retention efforts that expand Medi-Cal coverage and assure continuity of care; and

WHEREAS, TAD and IEHP desire to share information to build coordinated strategies for assisting individuals, as further detailed in this MOU; and

WHEREAS, The information shared between TAD and IEHP shall only be Personally Identifiable Information, and no Protected Health Information will be shared between the parties; and

WHEREAS, TAD and IEHP desire to work collaboratively in order to identify and assist common/mutual customers.

NOW THEREFORE, TAD and IEHP mutually agree to the following terms and conditions:

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A. REQUIRED REPORTS

A. DEFINITIONS

1. Application Program Interface (API) – A set of routines, protocols, and tools for building software applications. Additionally, APIs are used when programming graphical user interface (GUI) components that take advantage of the computer's graphics capabilities to make the program easier to use, such as Microsoft Windows.
2. California Department of Health Care Services (DHCS) – Department within the California Health and Human Services Agency that finances and administers a number of health care service delivery programs, including Medi-Cal, which provides health care services to low-income people.
3. CalWORKs – The acronym for California Work Opportunity and Responsibility to Kids, implemented through Assembly Bill 1542. This program replaced the Aid to Families with Dependent Children program in the State of California.
4. Encryption – Encryption enhances the security of a message or file by scrambling the contents. The parties will ensure all computer equipment meets at a minimum the Federal Information Processing Standards (FIPS) 140-2 Certified Algorithm at 128bit or higher (i.e., 256bit) for whole/full disk encryption.
5. Human Services (HS) – A system of integrated services, where the programs and resources of nine County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
6. Inland Empire Health Plan (IEHP) – The prepaid Medi-Cal managed care plan licensed by the State of California Department of Managed Health Care and contracted with the California Department of Health Care Services.
7. IEHP Member – A person who is enrolled in, covered by, and eligible for IEHP health care services.
8. Medi-Cal – California's Medicaid program, established to provide low-cost or no-cost public health insurance to low-income and disabled individuals. Medi-Cal is administered by TAD.
9. Outreach – Coordinated plan to increase community awareness of the Medi-Cal program, thereby increasing provision of services to the target populations.
10. Personally Identifiable Information (PII) – PII is any information that can be used alone or in conjunction with other information to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number, or identification number.
11. Protected Health Information (PHI) – PHI is information that identifies the individual; is created or received by a health care provider, health plan, employer, or clearinghouse; and relates to the past, present, or future physical or mental condition, provision of health care to, or payment for the provision of health care to, an individual.
12. Redetermination – A full eligibility review conducted annually for the continuation of Medi-Cal benefits.
13. Secure File Transfer Protocol (SFTP) – A network protocol for accessing, transferring, and managing files on a remote system.
14. Transitional Assistance Department (TAD) – The County department which determines eligibility for CALWORKs, Medi-Cal, and CalFresh benefits.

B. IEHP RESPONSIBILITIES

IEHP shall:

1. Provide the County with a complete list of IEHP Members from San Bernardino County every month, in a report sixty (60) days prior to the redetermination due date, via Secure File Transfer Protocol (SFTP). The County may also choose to access IEHP's eligibility data via IEHP's web-based Application Program Interface (API) upon mutual agreement of the parties. Other

requested reports or report modifications will be discussed and agreed upon by both IEHP and the County as needed.

2. Receive monthly lists from the County of IEHP Members whose cases require an Annual Redetermination at the following times:
 - a. Sixty (60) days prior to the redetermination due date.
 - b. Ten (10) days prior to disenrollment date.
3. Promote retention and successful renewals of IEHP Members on the case list by:
 - a. Engaging Members and encouraging utilization of Medi-Cal.
 - b. Encouraging Members whose eligibility is being determined to complete and return their redetermination packets and provide outreach by:
 - 1) Contacting Members by mail, phone, or in person.
 - 2) Assisting Members with completing their redetermination, as needed.
 - 3) Referring questions or reschedules to the TAD Customer Service Center (CSC) at 1-877-410-8829.
 - 4) Keeping track of Members who indicate they do not wish to renew their Medi-Cal so they are not contacted again.
 - c. Adhering to privacy and security policies by ensuring the following:
 - 1) Smartphones must meet encryption standards.
 - 2) Phone calls to/from Members must be authenticated by confirming identifying information, e.g., date of birth, with the recipient.
 - 3) Voicemail messages left for Members must not contain any Personally Identifiable Information (PII)/confidential information.
 - d. Using a script approved by TAD when calling IEHP Members requiring a redetermination.
4. Not utilize any statements that indicate that enrollment in IEHP is necessary to obtain or avoid losing Medi-Cal benefits, or that IEHP is endorsed by TAD, Department of Health Care Services (DHCS), or any other State or Federal government entity.
5. Provide results of retention efforts to the County monthly by the tenth (10th) day of the month following contact.
6. Adhere to all Federal, State, and County laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.
7. Provide County with a primary point of contact.
8. Communicate and work collaboratively with County staff to maximize services to mutual customers.
9. Contact the TAD Administration Regional Manager with any concerns or suggestions.

C. IEHP GENERAL REQUIREMENTS

1. **MOU Amendments** – IEHP agrees 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 IEHP and TAD.
2. **MOU Assignability** – Without the prior written consent of TAD, this MOU is not assignable by IEHP either in whole or in part.
3. **Confidentiality and Nondisclosure** – IEHP shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by TAD to IEHP or an agent of IEHP or otherwise made available to IEHP or IEHP's agent in connection with this MOU; or, (2)

acquired, obtained, or learned by IEHP or an agent of IEHP in the performance of this MOU. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible, or intangible form and however stored, compiled or memorialized and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

4. **TAD Representative** – The TAD Director or his/her designee shall represent TAD in all matters pertaining to the services to be rendered under this MOU, including termination and assignment of this MOU, and shall be the final authority in all matters pertaining to the Services/Scope of Work by IEHP.
5. **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 terminated or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full effect.
6. **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".
7. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this MOU, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
8. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the TAD Director, or their designee, and shall include TAD approved branding.
9. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this MOU by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this MOU thereafter.
10. **Subcontracting** – IEHP agrees not to enter into any subcontracting contracts for work contemplated under the MOU without first obtaining written approval from Director of TAD through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as IEHP. IEHP shall be fully responsible for the performance and payments of any subcontractor.
11. **Termination for Convenience** – TAD and IEHP each reserve the right to terminate the MOU, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein.
12. **Time of the Essence** – Time is of the essence in performance of this MOU and of each of its provisions.
13. **Vacancies** – IEHP shall notify TAD of any continuing vacancies and any positions that become vacant during the term of this MOU that will result in reduction of services to be provided under this MOU. Upon notice of vacancies, IEHP shall apprise TAD of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to TAD on each periodically required report for the duration of said vacancies and/or problems.
14. **Complaint and Grievance Procedure** – IEHP shall provide a system, approved by TAD, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

15. **Order of Precedence** – In the event of any inconsistency between the terms of this MOU and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this MOU, the following order of precedence shall apply:
 - a. This MOU;
 - b. Attachments to this MOU, as indicated herein; and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
16. **Supersedes Prior Agreements** – This MOU supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between TAD and IEHP hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.

D. TERM OF MOU

This MOU is effective as of December 6, 2025 and expires December 31, 2030 but may be terminated earlier in accordance with provisions of this MOU.

E. TAD RESPONSIBILITIES

TAD shall:

1. Provide IEHP with all reports as outlined in Required Reports (Attachment A). Other requested reports or report modifications will be discussed and agreed upon by TAD and IEHP as needed.
2. Provide IEHP with a list of primary points of contact.
3. Ensure that provision of services to IEHP does not compromise client data integrity and internal procedures.
4. Communicate and work collaboratively with IEHP staff to maximize services to mutual customers.
5. Adhere to all Federal, State, and County laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.
6. Without the prior written consent of IEHP, this MOU is not assignable by TAD either in whole or in part.
7. TAD agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from IEHP. Any subcontractor shall be subject to the same provisions as TAD in addition to all terms and conditions as required by IEHP. TAD shall be fully responsible for the performance of any subcontractor.

F. MUTUAL RESPONSIBILITIES

TAD and IEHP shall:

1. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
2. Establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem solving resolution up through the TAD and IEHP chains of command, as deemed necessary.
3. Develop and implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
4. Protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. TAD and IEHP shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.

5. Agree to ensure that the information that is shared is protected per the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements, as specified at <http://hss.sbcounty.gov/Privacy>. In the event a party discovers any suspected or actual breach of confidential information as further detailed in the requirements, such party shall immediately notify the other party.

G. FISCAL PROVISIONS

There shall be no remuneration for the services provided through this MOU.

H. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Each Party agrees to indemnify, defend (with counsel approved by the other ("Indemnatee")), and hold harmless the other and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement, but only to the extent actually caused by the negligent acts, errors or omissions of the indemnifying Party and its authorized officers, employees, agents, and volunteers, and for any costs or expenses incurred by Indemnatee on account of any claim except where such indemnification is prohibited by law.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

Throughout the Term of this MOU, each Party shall, at its sole cost and expense, maintain insurance or self-insurance, individually or through a risk pool or joint powers authority, in forms and amounts customarily maintained by California public entities, sufficient to cover its obligations and potential liabilities arising out of or related to this MOU. Insurance may be maintained through commercial insurance, self-insurance, pooled risk programs, or any combination thereof in accordance with California Government Code sections 990 et seq. Each Party will maintain coverages customarily carried by California public entities, including workers' compensation, commercial general liability, automobile liability, and cyber/network security and privacy liability (which may be satisfied through technology errors and omissions coverage, self-insurance, or pooled risk programs).

I. 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 by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Traditional Assistance Department
860 E. Brier Drive
San Bernardino, CA 92415
Email: James.Locurto@hss.sbcounty.gov

Inland Empire Health Plan (IEHP)
P.O. Box 1800
Rancho Cucamonga, CA 91729-1800
Email: Jarrod.McNaughton@iehpa.org

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

J. ENTIRE AGREEMENT

1. This MOU, including all Attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, 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 the same of its own free will.
2. 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 email 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.

**SAN BERNARDINO COUNTY
TRANSITIONAL ASSISTANCE DEPARTMENT**

INLAND EMPIRE HEALTH PLAN (IEHP)

Signature: _____
JAMES LOCURTO, Director

Signature: _____
JARROD MCNAUGHTON, CEO

Date: _____

Date: _____

Address: 860 E. Brier Drive
San Bernardino, CA 92415

Address 10801 Sixth Street
Rancho Cucamonga, CA 91730

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____
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
San Bernardino County

By: _____
Deputy

REQUIRED REPORTS

TAD shall provide IEHP with the following:

- Weekly lists of IEHP Members whose cases require an Annual Redetermination in the current three (3) month cycle, which includes Client Index Number (CIN), date of birth, date of renewal or disenrollment, and all telephone numbers. The file layout to be used is as follows:

Field Name	Description	Data Format
Last_ Name	Member Last Name	Character
First_ Name	Member First Name	Character
Middle_ Name	Member Middle Name	Character
DOB	Member Date of Birth	MM/DD/YYYY
SSN	Member Social Security Number	Character
Case_ Number	Member Case Number	Character
CIN	Client Index Number	Character
RE Due Month	Month the RE is Due	MM/YYYY
County	Member County	Character
RE Packet Status	Status of the Member's RE Packet	Character
Mailing Address Zip Code	Zip Code of Mailing Address	Character
Telephone	Member's Telephone Number	Character

- Monthly, by the fifth (5th) business day, report of IEHP Members that were discontinued the previous month as matched to the IEHP member file. The file layout to be used is as follows:

Field Name	Description	Data Format
Last_ Name	Member Last Name	Character
First_ Name	Member First Name	Character
Middle_ Name	Member Middle Name	Character
Zip	Member Zip Code of Residence	Character
DOB	Member Date of Birth	MM/DD/YYYY
SSN	Member Social Security Number	Character
Case_ Number	Member Case Number	Character
CIN	Client Index Number	Character
County	Member County	Character
Telephone_ Number	Member Telephone Number	Character
Discontinuance_ Month	Discontinuance Month	Character
Discontinuance_ Reason	Discontinuance Reason	Character
Discontinuance_ Reason_ Code	Discontinuance Reason Code	Character
RE_ Due_ Month	Recertification Due Month	Character
Gets_ CalWORKs	Member discontinued due to approval of CalWORKs	Character

- Provide IEHP with monthly lists of IEHP Members whose cases are set to disenroll within ten (10) business days as matched to the IEHP member file. The file layout to be used is as follows:

Field Name	Description	Data Format
Last_ Name	Member Last Name	Character
First_ Name	Member First Name	Character
Middle_ Name	Member Middle Name	Character
Zip	Member Zip Code of Residence	Character
DOB	Member Date of Birth	MM/DD/YYYY
SSN	Member Social Security Number	Character
Case_ Number	Member Case Number	Character
CIN	Client Index Number	Character
County	Member County	Character
Telephone_ Number	Member Telephone Number	Character
Discontinuance_ Month	Discontinuance Month	Character
Discontinuance_ Reason	Discontinuance Reason	Character
Discontinuance_ Reason_ Code	Discontinuance Reason Code	Character
RE_ Due_ Month	Recertification Due Month	Character
Gets_ CalWORKs	Member discontinued due to approval of CalWORKs	Character