



PROFESSIONAL SERVICES AGREEMENT

FOR

**ELIGIBILITY RELATED SERVICES FOR THE MEDI-CAL
POPULATION**

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

**SAN BERNARDINO COUNTY
TRANSITIONAL ASSISTANCE DEPARTMENT (TAD)**



**PROFESSIONAL SERVICES AGREEMENT
INLAND EMPIRE HEALTH PLAN**

This Professional Services 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 San Bernardino County Transitional Assistance Department (TAD) (“CONTRACTOR”), with reference to the following facts:

RECITALS

WHEREAS, IEHP is in need of the professional services offered by CONTRACTOR; and

WHEREAS, CONTRACTOR has offered evidence of having the relevant specialized training and/or experience and/or knowledge and is interested in providing the scope of work as set forth herein, including any attachments hereto; and,

WHEREAS, this Agreement may be presented to the Governing Board of IEHP for approval and is effective only upon the authorization of the Governing Board of IEHP;

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, and in the following exhibits or attachments attached hereto and incorporated herein by this reference:

- ATTACHMENT A – SCOPE OF SERVICES
- ATTACHMENT B – SCHEDULE OF FEES
- ATTACHMENT C – OWNERSHIP INFORMATION

The Parties hereto mutually agree as follows:

1. SERVICES

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide the services necessary to perform in a complete, skillful and professional manner all those services described in Attachment A. CONTRACTOR agrees to maintain any applicable professional license(s) as required by law at all times while performing services under this Agreement.



- B. CONTRACTOR must disclose all current subcontracts which it holds related to the services performed under this Agreement in Attachment A. Other than as specifically indicated in Attachment A, CONTRACTOR will not utilize the services of any subcontractors in providing the services required hereunder without IEHP's prior written approval. CONTRACTOR shall request approval by submitting a written description of the services to be subcontracted along with the name of the subcontractor at least 90 days prior to the anticipated subcontractor start date. If approved by IEHP, CONTRACTOR shall remain the prime contractor for the services and be responsible for the conduct and performance of each approved subcontractor. If the HIPAA Business Associate Agreement, Plan Licensing/State Requirements, Medicare Advantage Program Addendum and/or the Covered California Addendum are included in this Agreement, the terms of those Addendums must also be included in any IEHP approved subcontract. All references to CONTRACTOR in this Agreement in the context of providing services, where applicable, will also include CONTRACTOR's approved subcontractors.
- C. CONTRACTOR, or its agents or subcontractors, shall not perform any services outside the continental United States of America without IEHP's prior written consent. In the event CONTRACTOR is in breach of this Section, IEHP shall have, in its sole discretion, the right to immediately terminate this Agreement.

2. COMPENSATION

- A. IEHP shall compensate CONTRACTOR for the services set forth in Attachment A, upon approval of a properly presented invoice for services. Payment shall be made "net-30" terms from the date of receipt of a complete invoice.
- B. IEHP shall make payments to CONTRACTOR as outlined in Attachment B. CONTRACTOR shall submit invoices to IEHP for authorized services within thirty (30) days of the month of the rendered service. Invoices from CONTRACTOR must be received by IEHP no later than ninety (90) days from the month wherein the services were rendered; invoices submitted after ninety (90) days from the month of services are not eligible for reimbursement.
- C. Other than as stated on Attachment B, price increases will not be permitted during the Agreement term. If applicable, annual increases shall not exceed the Consumer Price Index- All Consumers, All Items – Riverside, San Bernardino and Ontario areas and be subject to satisfactory performance review by IEHP and approved (if needed) for budget funding by the Governing Board.
- D. The total compensation payable under this Agreement shall not exceed five million, seven hundred and ninety-eight thousand, nine hundred and thirteen Dollars (\$5,798,913). In no event shall compensation exceed this amount without a written amendment to this Agreement authorizing such increase in total compensation



payable to CONTRACTOR. CONTRACTOR agrees to monitor its costs at all times and provide IEHP forty-five (45) days' written notice if CONTRACTOR becomes aware that it may exceed the total compensation authorized pursuant to this Section.

- E. It is expressly agreed between the parties that payment to CONTRACTOR does not constitute or imply acceptance by IEHP of any portion of the CONTRACTOR's work.
- F. It is mutually agreed and understood that the obligations of IEHP are contingent upon the availability of state and federal funds. In the event that such funds are not forthcoming for any reason, this Agreement is rendered null and void, and IEHP shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on IEHP's notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of costs for services rendered in accordance with this agreement.

3. DISALLOWANCE

In the event CONTRACTOR receives payment for services under this Agreement which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall refund the disallowed amount to IEHP within thirty (30) days of IEHP's written request. IEHP retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this Agreement, or under any other contract or agreement between CONTRACTOR and IEHP.

"Nonconformance" is a failure of services to meet defined standards and requirements outlined in the contract; a deviation from contract specifications.

4. TERM AND TERMINATION

A. Term of Agreement. This Agreement shall be effective as of the date of the last signature ("Effective Date") and shall continue in effect through June 30, 2031 ("Initial Term") unless earlier terminated in accordance with the provisions of Paragraph B of Section 4 (TERM AND TERMINATION) of this Agreement.

B. Termination.

- 1) Termination for Convenience. IEHP or CONTRACTOR may terminate this Agreement, for convenience, upon sixty (60) days' written notice in accordance with Section 17 (NOTICES).
- 2) Termination for Cause. Should IEHP or CONTRACTOR determine that there is a basis for termination for cause, such termination shall be effected



upon five (5) days' written notice to the other party in accordance with Section 17 (NOTICES).

3) Immediate Termination. Immediate termination shall be available to the non-defaulting party, as specified below, by providing written notice in accordance with Section 17 (NOTICES).

- i. IEHP or CONTRACTOR may immediately terminate this Agreement upon determination that the other party has engaged in a fraudulent activity against IEHP or its health plan members.
- ii. If either party is excluded, terminated, or suspended from participation in any state or federal health care program, including, without limitation, appearing on the federal List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (SIPL), or the System for Award Management (SAM). CONTRACTOR understands that IEHP is prohibited from paying CONTRACTOR for any services rendered on or after the date of exclusion.
- iii. Pursuant to any provision of this Agreement which expressly authorizes immediate termination.

4) Effect of Termination.

- i. If, for any reason, this Agreement is terminated prior to full completion of services, CONTRACTOR agrees to immediately furnish to IEHP all documents related to services rendered under this Agreement, including without limitation, copies of work papers, schedules or other work products related to this Agreement.
- ii. Unless otherwise provided herein, the rights and obligations of any party which by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement. This includes, without limitation, the following provisions: DISALLOWANCE, INDEMNIFICATION, LIMITATION OF LIABILITY, WORK PRODUCT AND DELIVERABLES, CONFIDENTIALITY, and GOVERNING LAW; VENUE.



5. INDEMNIFICATION

- A. CONTRACTOR shall indemnify, and hold harmless IEHP, its Governing Board, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as “Indemnitees”) from liability, loss, settlement, claim, demand, and expense of any kind, arising out of the performance of services or the omission of any required act under the Agreement (and as noted in Attachment A), of the CONTRACTOR, its officers, employees, subcontractors, agents or representatives. CONTRACTOR 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.
- B. IEHP shall indemnify, and hold harmless San Bernardino County and its authorized officers, employees, agents and volunteers (individually and collectively hereinafter referred to as “County Indemnitees”) from liability, loss, settlement, claim, demand, and expense of any kind, including but not limited to attorney fees, costs of investigation, defense, and settlement or awards, to the extent arising out of the negligent acts, errors, omissions, or willful misconduct of IEHP, its officers, employees, or agents in connection with IEHP's obligations under this Agreement, including the provision of funding and transmission of member information to CONTRACTOR. Notwithstanding the foregoing, IEHP shall have no obligation to indemnify County Indemnitees for any liability, loss, claim, or expense to the extent caused by (i) the acts, errors, or omissions of CONTRACTOR or its officers, employees, subcontractors, agents, or representatives, or (ii) the negligence or willful misconduct of any County Indemnitee.
- C. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of IEHP; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR’s indemnification to Indemnitees as set forth herein.
- D. CONTRACTOR’s obligation hereunder shall be satisfied when CONTRACTOR has provided to IEHP the appropriate form of dismissal relieving IEHP from any liability for the action or claim involved.
- E. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR’s obligations to indemnify and hold harmless the Indemnitees herein from third party claims.



6. LIMITATION OF LIABILITY

Without affecting the indemnification obligations set forth in this Agreement, in no event shall either party be liable for consequential, indirect, or incidental damages, including, without limitation, lost profits, arising out of the services provided under this Agreement.

7. INSURANCE

Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold IEHP harmless and vice versa, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

- A. Workers' Compensation - covering all of CONTRACTOR's personnel performing services under this Agreement as prescribed by the laws of the jurisdiction where work is performed. Policy shall include Employers' Liability including Occupational Disease with limits not less than \$1,000,000 per person per accident.
- B. Commercial General Liability - including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, with a general aggregate limit of no less than two (2) times the occurrence limit.
- C. Vehicle Liability - all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit, with a general aggregate limit of no less than two (2) times the occurrence limit.
- D. Professional Liability - a limit of liability not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. CONTRACTOR shall ensure continuous coverage for such length of time as necessary to cover any and all claims (i.e. appropriate Tail Coverage for coverage written on a claims made basis, etc.).
- E. Cyber and Privacy Liability - covering claims involving privacy violations, information theft, damage to or destruction of electronic information, negligent, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The below referenced coverage is required only if any products and/or services related to professional services or information technology (including hardware and/or software) are provided to IEHP under this Agreement for such length of time as necessary to cover any and all claims.

- 1) Privacy & Network Liability: \$3,000,000
- 2) Internet Media Liability: \$3,000,000
- 3) Business Interruption & Expense: \$3,000,000
- 4) Data Extortion: \$3,000,000



- 5) Regulatory proceeding: \$3,000,000
- 6) Data Breach Notification & Credit Monitoring: \$3,000,000

In the event of a breach, it is the CONTRACTOR's obligation to notify IEHP's Compliance department immediately, but no later than 24 hours via telephone to the Compliance Hotline (866) 355-9038 and via email to the Compliance Mailbox compliance@iehp.org.

F. General Insurance Provisions – All lines.

- 1) Unless self-insured, insurance to be placed with insurers with a current A. M. BEST rating of not less than A: VIII (A:8) unless otherwise acceptable to IEHP.
- 2) CONTRACTOR must declare any deductibles or self-insured retentions ("SIRs") for insurance coverage required to be approved by IEHP. Should any deductibles or SIRs be unacceptable to IEHP, IEHP may require CONTRACTOR to: 1) reduce or eliminate such deductibles or SIRs; 2) provide proof of ability to pay such required fees/expenses within the retention or deductible; and 3) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall furnish IEHP with either 1) original Certificate(s) of Insurance or amendatory endorsements effecting coverage as required herein, or 2) if requested by IEHP, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, CONTRACTOR shall provide no less than thirty (30) days' written notice to IEHP prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In such event, this Agreement shall terminate forthwith, unless IEHP receives, prior to such effective date, another properly executed original Certificate of Insurance, including all endorsements, evidencing the coverage set forth herein are in full force and effect. CONTRACTOR shall not commence operations until IEHP has been furnished original Certificate(s) of Insurance and endorsements.
- 4) CONTRACTOR's insurance shall be construed as primary insurance, and IEHP's insurance shall not be construed as contributory. Additionally, the above-referenced policies shall be endorsed to waive subrogation in favor of IEHP and name IEHP as an Additional Insured, where applicable.
- 5) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to IEHP.



- 7) CONTRACTOR agrees to notify IEHP of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- 8) CONTRACTOR is an authorized self-insured for purposes of Professional Liability, General Liability, Automobile Liability, Cyber and Privacy Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, having adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

8. WORK PRODUCT AND DELIVERABLES

- A. CONTRACTOR shall provide to IEHP all reports, performance data, eligibility review outcomes, and other documents required to be produced under Attachment A (collectively, the “Deliverables”). CONTRACTOR shall transmit all completed Deliverables to IEHP upon termination or expiration of this Agreement. Deliverables may contain Personally Identifiable Information (“PII”) as necessary for IEHP’s administration of the Medi-Cal program. PII shall be handled in accordance with Section 14 (Confidentiality) of this Agreement as well as applicable federal, state, and local laws and regulations governing the privacy and security of such information
- B. IEHP shall use the Deliverables and any information contained therein only in accordance with the administration of health services programs under this Agreement and in compliance with all applicable federal, state, and local laws and regulations governing the confidentiality of such information.

9. 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.



10. CONFLICT OF INTEREST

CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

11. PROTECTED HEALTH INFORMATION (“PHI”)

The Parties acknowledge that, as of the Effective Date, the services performed by CONTRACTOR under this Agreement are limited to Medi-Cal eligibility determination and enrollment functions and do not involve the exchange of Protected Health Information (“PHI”) as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 C.F.R. Parts 160 and 164. Accordingly, the Parties agree that CONTRACTOR is not acting as a Business Associate of IEHP under HIPAA with respect to the services described in this Agreement.

Notwithstanding the foregoing, all member information exchanged between the Parties in connection with this Agreement, including Medi-Cal Personally Identifiable Information (“PII”), shall be handled in accordance with the confidentiality and data protection obligations set forth in Section 14 (Confidentiality) of this Agreement and all applicable federal, state, and local laws and regulations.

In the event the scope of services under this Agreement is modified or expanded such that CONTRACTOR receives, creates, maintains, or transmits PHI on behalf of IEHP, the Parties shall, prior to any such exchange of PHI, negotiate and execute a HIPAA Business Associate Agreement in compliance with 45 C.F.R. Part 164, which shall be attached to and incorporated into this Agreement. Until such Business Associate Agreement is executed, neither Party shall disclose PHI to the other Party in connection with the services under this Agreement.

Nothing in this Section shall be construed to limit or modify CONTRACTOR’s obligations under Section 14 (Confidentiality) of this Agreement or under any applicable federal, state, or local law governing the privacy and security of member information.



12. CONFIDENTIALITY

- A. Each Party receiving Confidential Information (a “Receiving Party”) hereunder, as defined below, shall hold the Confidential Information in strict confidence and use and access the Confidential Information only as is necessary for the performance of this Agreement. With respect to any Medi-Cal Personally Identifiable Information (“Medi-Cal PII”) exchanged under this Agreement, each Receiving Party shall, at a minimum: (1) restrict the disclosure of Medi-Cal PII to those individuals who have a legitimate need to access such information for purposes of performing obligations under this Agreement; (2) implement and maintain appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII from unauthorized access, use, or disclosure; and (3) report any known or suspected breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII to the other Party's designated privacy or security contact within one (1) business day of discovery.
- B. Each Receiving Party may only disclose Confidential Information to its employees and third party consultants with the express prior written consent of the other party (the “Disclosing Party”) or as otherwise required by law, and who have a written agreement restricting use and disclosure of Confidential Information to no less an extent as that required of the parties under this Agreement or as otherwise required by law. Receiving Party shall not disclose Confidential Information to any third party organizations or consultants without the prior written consent of the Disclosing Party or as otherwise required by law.
- C. Confidential Information means any technical, financial, trade secrets, or any information the Disclosing Party has received from others, including Personal Identifiable Information (PII), which it is obligated to treat as confidential or proprietary, including without limitation, any and all ideas, techniques, processes, methods, systems, cost data, computer programs, formulas, work in progress, customers/members, business plans, and other business information. Confidential Information shall not include any information that:
- 1) Is or becomes available to the public (other than through any act or omission of Receiving Party);
 - 2) Is required to be disclosed pursuant to an applicable law, subpoena, or court order, provided that the Receiving Party notifies the Disclosing Party to allow Disclosing Party to protect its interests, if desired;
 - 3) Is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party;
 - 4) Is lawfully known by the Receiving Party at the time of disclosure or otherwise lawfully obtained by a third party with no obligation of confidentiality.



- D. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Confidential Information, including PII PII shared in the performance of this Agreement, the party responsible for the breach shall take:
 - 1) Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment.
 - 2) Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.

- E. Each Party shall comply with all applicable federal, state, and local laws and regulations governing the privacy and security of Confidential Information exchanged under this Agreement, including but not limited to any requirements applicable to Medi-Cal PII. Each Party shall ensure that all staff performing services under this Agreement are trained on and comply with the privacy and security obligations of this Section before accessing any Confidential Information. Nothing in this Section shall relieve either Party of any obligation imposed by applicable law, including any requirement to report a breach or security incident to a governmental authority. Parties acknowledge that certain PII disclosed or exchanged under this Agreement may be subject to additional federal or state confidentiality, disclosure, and safeguarding requirements that must be adhered to by any receiving party.

- F. Discovery and Notification of Breach.
 - 1) Breaches (PII and Other Confidential Information). For any known or suspected breach involving PII or other Confidential Information exchanged under this Agreement:
 - a) Notification. The party responsible for or discovering the breach shall notify the other party's designated privacy or security contact within one (1) business day of discovery by telephone and email.
 - b) Definition of Breach. A breach of PII refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term where PII is used in a manner not permitted by this Agreement which compromises the security or privacy of PII.
 - c) Initial Notification Content. The initial notification shall include, to the extent known: contact and component information; a description of the breach or loss with scope, number of files or records; type of equipment or media; approximate time and location of breach or loss; description of how the data was physically stored, contained, or packaged (e.g., password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any reports have been filed.
 - d) Investigation and Written Report. The party responsible for the breach shall investigate such breach and immediately or within ten (10) business days of the initial notification, produce a written report detailing:



- (i) Specific data elements involved, and the extent of the data involved in the breach.
- (ii) Description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PII.
- (iii) Description of where PII is believed to have been improperly transmitted, sent, or used.
- (iv) Description of the probable causes of the breach.
- (v) Detailed corrective action plan including measures that were taken to halt and/or contain the breach.

2) Designated Contacts.

For IEHP: IEHP, Vice President, Compliance
 (951) 335-3333
Nery-L@iehp.org

For CONTRACTOR: San Bernardino County HS Privacy and Security Officer (PSO), (909) 383-9750,
HSPrivacySecurityOfficer@hss.sbcounty.gov

13. PUBLIC ENTITY STATUS; BROWN ACT/PUBLIC RECORDS ACT

The parties hereby acknowledge and agree that IEHP is a local public entity of the State of California subject to the Brown Act, *California Government Code Sections 54950 et seq.*, and the Public Records Act, *California Government Code Sections 7920.000 et seq.*

14. COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS

A. General. The parties shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect, subsequently amended or hereafter enacted. The parties shall further observe and comply with all applicable executive orders, directives, requirements (including state and/or federal contract requirements), and standards by any organization having jurisdiction over IEHP to regulate the delivery of health care services. This shall include applicable accrediting organizations. All the aforementioned items are hereby made a part hereof and incorporated herein by reference.



- B. Plan Licensing/State Requirements. CONTRACTOR understands that IEHP is a Medi-Cal Managed Care Health Plan and subject to the requirements under applicable laws (including but not limited to the Knox-Keene Health Care Service Plan Act and the Waxman-Duffy Prepaid Health Plan Act), contractual obligations set forth under the contract between IEHP and the California Department of Health Care Services (“DHCS”), and regulations promulgated by the California Department of Managed Health Care (“DMHC”) and DHCS. CONTRACTOR understands that specified requirements of the DHCS and DMHC may apply to CONTRACTOR as a contractor of IEHP.

15. AUDIT RIGHTS

- A. CONTRACTOR understands that IEHP is a health plan regulated by entities, including without limitation, DMHC, DHCS, and the Centers for Medicare and Medicaid Services. To the extent CONTRACTOR is identified as a subcontractor for which IEHP is required to do oversight due to its legal and/or contractual obligations to such regulatory agencies, the following provisions shall apply:
- 1) Maintenance of Records. CONTRACTOR will maintain complete and accurate books, records and documentation, including audited financial statements prepared in accordance with generally accepted accounting procedures and practices, to sufficiently and properly reflect the services provided and CONTRACTOR’s direct and indirect costs invoiced in the performance of the Agreement. The retention period for such books and records shall be for a period of ten (10) years or as otherwise stated in the Attachments to this Agreement.
 - 2) Records Subject to Inspection. The parties agree that books, records, documents, and other evidence of accounting procedures and practices related to CONTRACTOR’s cost structure, including overhead, general and administrative expenses, and profit factors will be excluded from IEHP’s review. Notwithstanding the foregoing, to the extent CONTRACTOR does not maintain audited financial statements, IEHP shall maintain the right to conduct a financial audit to confirm CONTRACTOR’s financial viability in connection with demonstrating CONTRACTOR’s ability to continue providing services in accordance with the standards outlined under this Agreement.
 - 3) Subcontracts. CONTRACTOR will incorporate into any subcontracts the records retention and review requirements of this Section.



16. EXCLUSION/DEBARMENT LISTS

- A. CONTRACTOR represents that it, and the employees and consultants engaged under this Agreement, are not excluded, debarred, or suspended individuals/entities under any exclusion or debarment list relating to state or federal health care programs, including the Federal List of Excluded Individuals/Entities, System for Award Management, and the Suspended and Ineligible Provider List. CONTRACTOR warrants that such status shall be maintained throughout the term of this Agreement.

- B. CONTRACTOR understands that appearing on any such list requires IEHP to terminate this Agreement immediately, and prohibits IEHP from paying CONTRACTOR for any services rendered on or after the date of exclusion. Should CONTRACTOR be in receipt of payment for services rendered after the exclusion date, CONTRACTOR agrees to submit a refund of such fees upon written notice by IEHP. IEHP expressly reserves its right to recoup payment of such fees under Section 3 (DISALLOWANCE).

- C. 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 CONTRACTOR 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. CONTRACTOR shall be provided with advance written notice of such termination, allowing CONTRACTOR at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State or IEHP.

17. 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:
Jarrod McNaughton, MBA, FACHE

CONTRACTOR:
San Bernardino County Human Services



Chief Executive Officer
IEHP
10801 Sixth Street
Rancho Cucamonga, CA 91730
(909) 890-2000
cc: Procurement Department
Procurement@iehp.org

Administration
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415
HSASDContractsUnit@hss.sbcounty.gov

18. 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.

19. 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.

20. 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.

21. 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 San Bernardino County.



22. FORCE MAJEURE

Each party shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond the reasonable control of such party, including, without limitation, acts of God, war, or action of a governmental entity; provided that the affected party provides the other party with prompt written notice thereof and uses all reasonable efforts to remove or avoid such causes.

23. ASSIGNMENT

A party may not sell, assign, transfer, or otherwise convey this Agreement without the prior express written consent of the other party. Any attempted assignment of this Agreement not in accordance with this Section shall be null and void.

24. CHANGE IN CONTROL

CONTRACTOR must obtain IEHP's written consent prior to CONTRACTOR entering into (i) any transaction or series of related transactions (including, but not limited to, any reorganization, merger, or consolidation) that results in the transfer of 50% or more of the outstanding voting power; or (ii) sale of all or substantially all of the assets of the CONTRACTOR to another person or entity. In the event CONTRACTOR fails to obtain IEHP's prior written consent, IEHP shall have the option to terminate this Agreement immediately.



25. 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 CONTRACTOR and shall be deemed effective immediately (or such other time frame as required by law or regulation) upon CONTRACTOR's receipt of notice. Notice of amendments required by law, regulation or other legal authority may be given to CONTRACTOR via regular mail at the address provided in Section 18. NOTICES.

26. 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.

27. COUNTERPARTS; SIGNATURES

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 shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein

(SIGNATURE PAGE TO FOLLOW)



IN WITNESS WHEREOF, the parties hereto certify that the individuals signing below have authority to execute this Agreement on behalf of their respective organizations, and may legally bind them to the terms and conditions of this Agreement, and any attachments hereto. The parties have signed this Professional Services Agreement as set forth below.

**SAN BERNARDINO COUNTY
TRANSITIONAL ASSISTANCE
DEPARTMENT (TAD):**

Signed by:
James LoCurto
5C56AD3374194F9...
By: _____
James LoCurto
Director

Date: 6/9/2026

INLAND EMPIRE HEALTH PLAN:

DocuSigned by:
Jarrod McNaughton
EB1F4AD25DD84F8...
By: _____
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: 6/8/2026

DocuSigned by:
Chair, IEHP Governing Board
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By: _____
Chair, IEHP Governing Board

Date: 6/8/2026

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

DocuSigned by:
Secretary, IEHP Governing Board
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Attest: _____
Secretary, IEHP Governing Board

Date: 6/8/2026

Approved as to Form:

Initial
MDN

Signed by:
Anna W. Wang
4E9523BFACFF4CD...
By: _____
Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

Date: 6/8/2026



ATTACHMENT A

SCOPE OF SERVICES

1. INTRODUCTION

This Scope of Services ("Scope") is made part of the Agreement between Inland Empire Health Plan ("IEHP") and San Bernardino County Transitional Assistance Department (TAD) ("CONTRACTOR" or "TAD"). This Scope outlines the services to be provided by the CONTRACTOR to deliver Eligibility Related Services for the Medi-Cal Population.

Under this Agreement, IEHP shall provide funding to TAD to support eligibility services. TAD shall have the sole discretion to utilize IEHP's funding to support eligibility services as they deem appropriate, which may include employment practices.

2. TAD SHALL PERFORM THE FOLLOWING SERVICES

TAD shall perform the following eligibility functions exclusively for IEHP Members:

- A. Review and assign correct category of aids (Medi-Cal aid codes) for eligible IEHP members requested by IEHP according to a mutually agreed timeline. TAD will provide updates on their review of these requested cases.
- B. Add newborns to the mother's or legal guardian's existing Medi-Cal case.
- C. Update eligibility status because of county residence.
- D. Update eligibility status because of death.
- E. Assist with the update of demographic changes (e.g., phone and address) at IEHP Members' requests.
- F. Provide IEHP with the following data elements for newborns when both the newborn and mother are IEHP members and active on the same Medi-Cal case:
 - 1) Newborn first and last name
 - 2) Newborn date of birth
 - 3) Mother's social security number or Client Index Number (CIN)
 - 4) County Case Number for both Mother and Newborn to confirm their family linkage.
- G. Provide IEHP with the following information for each member whose eligibility was reviewed pursuant to this Agreement:, (1) the date the member eligibility was



reviewed; (2) the date the member’s eligibility was processed; and (3) the outcome of the review (e.g. approved, denied, pending, or other applicable status).

3. **IEHP SHALL COMPLETE THE FOLLOWING DUTIES**

IEHP shall complete the following duties by providing a list to TAD by the 5th day of the month via a Secure File Transfer Protocol (SFTP) site or a SharePoint site. These lists will serve as the scope of work to be completed by the above-mentioned EWs, and will include the following:

- A. Provide a list of cases to perform the eligibility functions identified in A.1 through A.8 above and provide data elements for each case scenario as listed below:
 - 1) Review eligibility of IEHP Medi-Cal Members who are 65 and older with a non-senior aid code, and then assign them with a senior aid code if qualified. This list will include the following data elements:
 - i. Member’s first and last name
 - ii. Member’s date of birth
 - iii. Member’s age
 - iv. Member’s address
 - v. Member’s social security number or Client Index Number (CIN)
 - vi. Member’s Case or family number
 - 2) Add newborns to the mother’s or legal guardian’s existing Medi-Cal case. This list will include the following data elements:
 - i. Member’s first and last name
 - ii. Member’s date of birth
 - iii. Member’s age
 - iv. Member’s address
 - v. Member’s social security number or Client Index Number (CIN)
 - vi. Newborn’s first and last name
 - vii. Newborn’s date of birth
 - viii. Newborn’s gender
 - 3) Assist IEHP Members who are temporarily disenrolled because of incomplete (or non-returning) annual redeterminations. This list will include the following data elements:
 - i. Member’s first and last name
 - ii. Member’s date of birth
 - iii. Member’s age
 - iv. Member’s address
 - v. Member’s social security number or Client Index Number (CIN)
 - vi. Member’s Case or family number
 - vii. Member’s date of disenrollment



- 4) Update eligibility status changes because of county residence. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's new county of residence
 - viii. Member's new address in the new county of residence

- 5) Update eligibility status changes because of death. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's date of death

4. TAD AND IEHP AGREE TO THE FOLLOWING TERMS

- A. Except as otherwise indicated in the Agreement, TAD shall provide (at TAD's expense) all equipment, tools, and other materials necessary to provide the services hereunder, including workspace in TAD facilities, or telework options, for the EWss.
- B. TAD shall adhere to TAD's existing process and performance standards (such as case volume or productivity metrics per FTE, processing time, etc.) when handling eligibility requests from IEHP.
- C. IEHP and TAD shall work collaboratively on the monthly volume of eligibility functions performed by TAD based on the identified buckets of work, full-time employees assigned to support IEHP requests and those employee's functions.
- D. TAD shall provide IEHP a monthly performance report by the 15th of the month for the performance of the previous month that includes the following metrics for case scenarios A through F (listed in Section 1 above). The report will be specific to the work processed by the aforementioned EWs and based on the lists of cases provided by IEHP.
- E. IEHP and TAD performance reports and files shall be saved in Excel format.



- F. Files shall be named as follows: with an underscore (_) between each word, dates in the format MMDDYYYY, and no backslashes (/). For example, the data provided on March 5th, 2018, would be named: “IEHP_Clients_03052018.xlsx”.
- G. Each file provided will be separated by an Excel tab for each case scenario.
- H. Any necessary changes to the eligibility services and data exchanged under Schedule A may be made by the Parties via written amendment executed by authorized representatives, provided such changes do not materially impact the scope or cost of the Agreement.. For the avoidance of doubt, such amendments shall comply with each Party’s internal approval requirement.

5. LIST OF CURRENT SUBCONTRACTORS

Subcontractor Name	Function Performed	Physical Address where Subcontracted work is performed



ATTACHMENT B

SCHEDULE OF FEES

1. CONTRACTOR shall invoice IEHP electronically for Eligibility Related Services for the Medi-Cal Population fees to IEHP’s Accounts Payable Office at apinvoices@iehp.org. Each invoice shall cite the CONTRACTOR’s name, address, and remit to address, IEHP Purchase Order number, description of the work performed, the time period covered by the invoice, and the amount of payment requested.
 - A. Invoices shall be paid electronically by IEHP to the banking institution/account numbers provided by the CONTRACTOR. In the event of a change in banking institution and/or account numbers, CONTRACTOR shall provide IEHP thirty (30) days prior written notice. IEHP will assume no liability for payments made to banking institutions and/or accounts that are due to CONTRACTOR’s failure to provide the correct information.
2. CONTRACTOR requests for payments and reimbursements must comply with the requirements set forth in Attachment A.
3. Requests for services shall be on an as needed basis. CONTRACTOR’s rates are as follows.

Program Description	Details	Cost for Services
San Bernardino County TAD Medi-Cal Eligibility Services	Year 1: July 1, 2026 - June 30, 2027	\$1,070,636
San Bernardino County TAD Medi-Cal Eligibility Services	Year 2: July 1, 2027 - June 30, 2028	\$1,113,462
San Bernardino County TAD Medi-Cal Eligibility Services	Year 3: July 1, 2028 - June 30, 2029	\$1,158,001
San Bernardino County TAD Medi-Cal Eligibility Services	Year 4: July 1, 2029 - June 30, 2030	\$1,204,321
San Bernardino County TAD Medi-Cal Eligibility Services	Year 5: July 1, 2030 - June 30, 2031	\$1,252,493
TOTAL NOT TO EXCEED PROJECT COSTS		\$5,798,913

All travel related expenses will be included in the total compensation value of the Agreement.



ATTACHMENT C

OWNERSHIP INFORMATION

Contractor's Name: San Bernardino County on behalf of Transitional Assistance Department

Tax Identification Number (TIN): 95-6002748

Address: 860 E. Brier Drive

City: San Bernardino **State:** CA **Zip:** 92415

Phone: _____

President: James LoCurto

Contact Person: Ivy Zhang, Contracts Analyst

Person Signing Contract: Dawn Rowe, Chair, Board of Supervisors

Broker Representative: N/A

Please indicate below how your organization is legally organized:

- **Sole Proprietorship**
- **Partnership (LLC, etc.)**
- **Corporation**
 - **Privately Held Company***
 - **Publicly Traded Company**
 - **Non-Profit Entity**

• **Government Agency**

• **Other (please indicate):** _____

*If Privately Held Company, please indicate the below information of the owners, officers, stockholders, and creditors if such interest is over 5%.

<u>Name</u>	<u>Ownership/Creditorship % (If greater than 5% interest)</u>
N/A	

Authorized Signature
Dawn Rowe, Chair, Board of Supervisors

Date