

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
23-1051

SAP Number
NON-FINANCIAL

Transitional Assistance Department

Department Contract Representative	<u>Raul Gudino, Contract Analyst</u>
Telephone Number	<u>909-388-0255</u>
Contractor	<u>Molina Healthcare of California</u>
Contractor Representative	<u>Ruthy Argumendo, Associate Vice President</u>
Telephone Number	<u>909-827-0587</u>
Contract Term	<u>September 12, 2023 through September 11, 2028</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u>Non-Financial</u>
Total Contract Amount	<u>Non-Financial</u>
Cost Center	<u>Non-Financial</u>

Briefly describe the general nature of the contract:

Approve non-financial Memorandum of Understanding with Molina Healthcare of California for the exchange of information regarding mutual customers to promote retention and successful renewals for Medi-Cal coverage, for the period of September 12, 2023 through September 11, 2028.

FOR COUNTY USE ONLY

Approved as to Legal Form by: Adam Ebright, Deputy County Counsel Date <u>8/29/2023</u>	Reviewed for Contract Compliance Patty Steven, Contract Manager Date <u>8/30/2023</u>	Reviewed/Approved by Department Gilbert Ramos, Director Date <u>8/30/2023</u>
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MEMORANDUM OF UNDERSTANDING
Between
COUNTY OF SAN BERNARDINO (COUNTY)
HUMAN SERVICES
TRANSITIONAL ASSISTANCE DEPARTMENT
and
MOLINA HEALTHCARE OF CALIFORNIA
for
DATA SHARING

September 12, 2023

WHEREAS, the 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, Molina Healthcare of California, hereinafter referred to as Molina, is a Medi-Cal managed care health plan (MCP) providing primary and preventative health care 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, hereinafter referred to as RE, for individuals and families who are not automatically renewed, can result in loss of benefits; and

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

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

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

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

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I. DEFINITIONS

- A. 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.
- B. BenefitsCal – A web agency located at BenefitsCal.com is an external application (website) available to the public to apply for CalWORKs, CalFresh, and Medi-Cal/Health Care benefits and complete other features. A BenefitsCal account must be linked to a California Automated Welfare System (CalSAWS) case for the customer to use all features in BenefitsCal. These features include, but are not limited to: Completing Re-Evaluations (RE), and reporting changes to the Transitional Assistance Department (TAD).
- C. California Work Opportunity and Responsibility to Kids (CalWORKs) – The program implemented through Assembly Bill 1542 to provide temporary assistance in the form of cash aid and services to needy families with minor children. This program replaced the Aid to Families with Dependent Children (AFDC) program in the State of California.
- D. Community-Based Organization (CBO) – A public or private non-profit organization that operates within the local community and provides education or related services to individuals in the community.
- E. Covered California – The marketplace that makes it possible for individuals and families to get free or low-cost health insurance through Medi-Cal, or to get help paying for private health insurance. Covered California is a partnership of the California Health Benefit Exchange and the California Department of Health Care Services (DHCS).
- F. Customer Service Center (CSC) – A centralized center, which provides telephone and Live Web Chat services and additional assistance by an Eligibility Worker (EW) for customers receiving information on the CalWORKs, CalFresh, and Medi-Cal/Health-Care Programs (HCPs) programs. Customers contact the EWs by calling 1-877-410-8829.
- G. California Department of Health Care Services (DHCS) – A 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.
- H. Encryption – An enhanced security measure that converts email messages and file contents into encrypted code. 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.
- I. 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.
- J. Managed Care Health Plan (MCP) – A health care delivery system that provides services within a defined network of health care providers who are given the responsibility to manage and provide quality, cost-effective health care. Managed care plans, which may include but are not limited to Health Maintenance Organizations (HMOs), typically receive a prepaid rate for each member enrolled in the plan.
- K. 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.

- L. Molina Healthcare of California (Molina) – 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.
- M. Molina Member – A person who is enrolled in, covered by, and eligible for Molina health care services.
- N. Outreach – Coordinated plan to increase community awareness of the Medi-Cal program, thereby increasing provision of services to the target populations.
- O. Personally Identifiable Information (PII) – 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, identification number and/or any computer-based address or identifier.
- P. Protected Health Information (PHI) – Individually identifiable health information, held or maintained by a covered entity or its business associates acting for the covered entity, that is transmitted or maintained in any form or medium.
- Q. Redetermination – A full eligibility review conducted annually for the continuation of Medi-Cal benefits.
- R. Secure File Transfer Protocol (SFTP) – A network protocol for accessing, transferring, and managing files on a remote system.
- S. Transitional Assistance Department (TAD) – The County department which determines eligibility for CalWORKs cash benefits, Medi-Cal and CalFresh.

II. MOLINA SERVICE RESPONSIBILITIES

Molina shall:

- A. Provide the County with a complete list of Molina Members from San Bernardino County with updated contact and demographics information including: mailing addresses; telephone numbers; and email addresses twice a month, via Secure File Transfer Protocol (SFTP). The submission of the list must allow TAD adequate time to update the case before ten (10) day Notice of Action (NOA) cut-off. The County may also choose to access Molina's eligibility data via Molina's web-based Application Program Interface (API) upon mutual agreement of the parties.
- B. Only provide the County updated contact information that was received directly from or verified with the Member, an adult who is in the Member's household or family, or the Member's authorized representative recognized by Molina, and not from a third party or other source.
- C. Utilize updated contact information directly received and verbally verified by a Member who is being assisted by a Community-Based Organization (CBO), including a health environment navigator, as long as the verification from the Member is received with all three (3) entities (Member, CBO, and Molina) present whether in-person, via phone, or in writing (when signed by the Member).
- D. Notify the County if Molina receives updated address information via returned United States Postal Service (USPS) mail with an in-state forwarding address. Molina must notate the address was obtained from returned mail when sharing the updated contact information with the County.
- E. Obtain updated contact and demographic information for Members placed in the Safe at Home (SAH) program including confidential information such as residential information for the Member. Molina should provide the information directly to the County due to its confidential nature.
- F. Receive monthly lists from the County of Molina Members whose cases require an Annual Redetermination. In addition to the following reports which the County will provide, other requested

reports or report modifications will be discussed and agreed upon by both Molina and the County as needed:

1. Sixty (60) days prior to the redetermination due date.
2. Ten (10) days prior to disenrollment date.

G. Promote retention and successful renewals of Molina Members on the case list by:

1. Engaging Members and encouraging utilization of Medi-Cal.
 2. Encouraging Members whose eligibility is being determined to complete and return their redetermination packets and provide outreach by:
 - a) Contacting Members by mail, phone, text messaging, email or in person.
 - b) Assisting Members with completing their redetermination, as needed.
 - c) Directing Medi-Cal beneficiaries to the BenefitsCal web portal to create an online account to complete their annual renewal and report changes to their Medi-Cal case online. Beneficiaries can create an online account by going to www.benefitscal.com.
 - d) Reminding Members to respond to all County requests for information.
 - e) Provide direct assistance through a Member portal, by calling the TAD Customer Service Center (CSC) to provide updates, or via warm phone transfers to the TAD CSC. The Member is not required to be on call with Molina when contacting the County to have the contact and demographic information updated.
 - f) Referring questions (including when reporting changes other than updates to contact information) or reschedules to the TAD Customer Service Center (CSC) at 1-877-410-8829.
 - g) Conducting general outreach (as permitted) to individuals terminated from Medi-Cal within ninety (90) days for procedural reasons, such as not returning their renewal form timely.
 - h) Offering information about Qualified Health Plans (QHPs) to their own Members who are determined ineligible for Medi-Cal to assist in the transfer of Members to Covered California without the need for a new application, where applicable.
 - i) Keeping track of Members who indicate they do not wish to renew their Medi-Cal so they are not contacted again.
 3. Adhering to privacy and security policies by ensuring the following:
 - a) Smartphones must meet encryption standards.
 - b) Phone calls to/from Members must be authenticated by confirming identifying information, e.g., date of birth, with the recipient.
 - c) Voicemail messages left for Members must not contain any Personally Identifiable Information (PII)/confidential information.
 4. Using a script approved by TAD when calling Molina Members requiring a redetermination.

H. Not utilize any statements that indicate that enrollment in Molina is necessary to obtain or avoid losing Medi-Cal benefits, or that Molina is endorsed by TAD, Department of Health Care Services (DHCS), or any other State or Federal government entity.

- I. Provide results of retention efforts to the County monthly by the tenth (10th) day of the month following contact.
- J. Adhere to all Federal, State, and County laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.
- K. Provide County with a primary point of contact (POC).
- L. Communicate and work collaboratively with County staff to maximize services to mutual customers.
- M. Contact the TAD Administration Regional Manager with any concerns or suggestions.

III. MOLINA GENERAL RESPONSIBILITIES

- A. Without the prior written consent of TAD, this Memorandum of Understanding (MOU) is not assignable by Molina either in whole or in part.
- B. Molina agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from TAD Director. Any subcontractor shall be subject to the same provisions as Molina in addition to all terms and conditions as required by County. Molina shall be fully responsible for the performance of any subcontractor.
- C. Molina will maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within Molina. Should TAD have the legal and/or regulatory requirement to audit Molina for Molina's performance under this MOU, HS administrative support staff for TAD shall have the right upon thirty (30) days' written notice to examine and inspect such records and books at Molina's offices, and during Molina's normal hours of operation.
- D. Molina shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section VIII.

IV. TAD RESPONSIBILITIES

TAD shall:

- A. Provide Molina with monthly lists of Molina members whose cases require an Annual Redetermination which includes the following: Name (first name and last name), Client Index Number (CIN), date of birth, Member identification number, address, email address, date of renewal or disenrollment, and all phone number(s).
- B. Prioritize updating contact and demographic information to ensure Medi-Cal beneficiaries receive accurate and timely information regarding their Medi-Cal eligibility and avoid erroneous negative actions that may occur due to the outdated information.
- C. Treat updated contact information received from Molina as reliable. Counties are temporarily allowed to update the Member record with the new contact information without having to send a notice to the address on file (to confirm the address change) in the California Statewide Automated Welfare System (CalSAWS), the case management system used by counties for Medi-Cal eligibility. To further strengthen all efforts to maximize continuity of coverage for Medi-Cal beneficiaries, the Centers for Medicare and Medicaid Services (CMS) approved:
 - 1. DHCS' 1902 (e)(14)(A) waiver authority request to accept updated enrollee contact information from managed care plans without additional confirmation with the beneficiary.
 - 2. Under this time-limited waiver authority, beginning May 1, 2022, through the PHE Unwind Period (twelve (12) months after the month in which the PHE ends), counties must treat updated contact information received from Molina as reliable.

3. DHCS will notify counties and plans through a follow up letter when this temporary waiver flexibility has concluded.
- D. When Molina notifies TAD of updated address information obtained for Molina Members via United States Postal Service (USPS) returned mail, Staff must follow the returned mail process outlined per current policy.
- E. When Molina notifies TAD of updated contact and demographic information obtained for Members placed in the Safe at Home (SAH) program including confidential information such as residential address, Staff must follow the Safe at Home returned mail process outlined per current policy.
- F. Provide Molina with a list of primary points of contact (POC).
- G. Ensure that provision of services to Molina does not compromise client data integrity and internal procedures.
- H. Communicate and work collaboratively with Molina staff to maximize services to mutual customers.
- I. Adhere to all Federal, State, and County laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including the HIPAA regulations, and the Telephone Consumer Protection Act, 47 U.S.C §227 et seq. ("TCPA") including the TCPA implementing regulations.
- J. Without the prior written consent of Molina, this MOU is not assignable by TAD either in whole or in part.
- K. TAD agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from Molina. Any subcontractor shall be subject to the same provisions as TAD in addition to all terms and conditions as required by Molina. TAD shall be fully responsible for the performance of any subcontractor.
- L. TAD agrees that any calls made or texts sent by TAD are not made on behalf of Molina, or otherwise as an agent of Molina.

V. MUTUAL RESPONSIBILITIES

TAD and Molina agree to:

- A. 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.
- B. Establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through TAD and Molina mutual chain of command, as deemed necessary.
- C. Develop and implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
- D. 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 Molina 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.

- E. 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.

VI. INDEMNIFICATION AND INSURANCE REQUIREMENTS

The County and Molina agree to and shall comply with the following indemnification and Molina agrees to and shall comply with the following insurance requirements:

- A. **Indemnification** – Molina shall defend, indemnify, and hold the County and its employees, agents or volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU by Molina, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of Molina, its officers, employees, agents, or volunteers.

The County shall defend, indemnify, and hold Molina and its employees, agents or volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU by the County, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the County, its officers, employees, agents, or volunteers.

- B. **Insurance Specifications** – Molina agrees to provide insurance set forth in accordance with the requirements herein. If Molina uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Molina agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- i. 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 with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.
- ii. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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:
 - 1. Premises operations and mobile equipment.
 - 2. Products and completed operations.
 - 3. Broad form property damage (including completed operations).
 - 4. Explosion, collapse and underground hazards.
 - 5. Personal injury.
 - 6. Contractual liability.

- 7. \$2,000,000 general aggregate limit.
- iii. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, and personal injury/advertising injury. The coverage shall also apply to automobile liability.
- iv. 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 limits.

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work.

- v. Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than \$5,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall cover breach response cost as well as regulatory fines and penalties.
- C. **Additional Insured** – All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder in the case of Contractor. County shall have Contractor added as additional insured through applicable endorsements to all policies except for Worker’s Compensation, Errors and Omissions and Professional Liability.
- D. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
- E. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
- G. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that

such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

- H. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
- I. **Insurance Review** – Insurance requirements for Contractor are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

VII. FISCAL PROVISIONS

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

VIII. TERM

This MOU is effective as of September 12, 2023, and expires September 11, 2028, but may be terminated earlier in accordance with provisions of Section IX of this MOU.

IX. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The TAD Director is authorized to exercise TAD’s rights with respect to any termination of this MOU. The Molina Chief Executive Officer, or his/her appointed designee, has authority to terminate this MOU on behalf of Molina.
- B. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, TAD may immediately terminate this MOU upon written notice to Molina.

X. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties. No course of dealing and no delay or failure of a party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- C. The parties agree to abide by all applicable state, federal, local laws, and regulatory requirements.

XI. CONCLUSION

- A. This MOU, consisting of twelve (12) pages, is the full and complete document describing services to be rendered by County to Molina including all covenants, conditions, and benefits.
- B. The signatures of the parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. 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.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

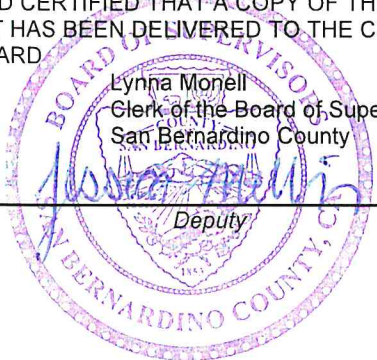
SAN BERNARDINO COUNTY

▶ *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 12 2023

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

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



MOLINA HEALTHCARE OF CALIFORNIA

By: *Abbie Ann Totten*
President
Molina Healthcare of California

Date: 8/31/2023

Attest: *JLR*
Assistant Secretary
Molina Healthcare of California

Date: 8/31/2023

Approved as to Form:
By: *JLR*
Counsel for
Molina Healthcare of California

Date: 8/31/2023