

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

December 16, 2025

FROM

ANDREW GOLDFRACH, ARMC Chief Executive Officer, Arrowhead Regional Medical Center

SUBJECT

Professional Service Agreement with Inland Empire Health Plan for Medi-Cal Enrollment-Related Services

RECOMMENDATION(S)

Approve Professional Services **Agreement No. 25-1079** with Inland Empire Health Plan, including non-standard terms, for Medi-Cal Enrollment-Related Services, for an estimated reimbursement of \$150,000 for the period of January 1, 2025 through December 31, 2025.
(Presenter: Andrew Goldfrach, ARMC Chief Executive Officer, 580-6150)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Create, Maintain and Grow Jobs and Economic Value in the County.

Operate in a Fiscally-Responsible and Business-Like Manner.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Professional Service Agreement (Agreement) provides an estimated reimbursement of \$150,000 to Arrowhead Regional Medical Center (ARMC) to offset the costs associated with two-full time enrollment workers providing Medi-Cal enrollment services. Adequate appropriation and revenue have been included in the ARMC 2025-26 budget.

BACKGROUND INFORMATION

This Agreement with Inland Empire Health Plan (IEHP) will enable ARMC to provide Medi-Cal enrollment services to uninsured patients who receive care at ARMC facilities and affiliated clinics. Under the Agreement, IEHP will provide funding to ARMC to support two contracted full-time enrollment workers dedicated to completing Medi-Cal applications, ensuring uninsured individuals gain timely access to healthcare coverage, and reducing financial barriers to care. These positions are in addition to ARMC's existing workforce and are intended to expand services rather than replace current staff. The Agreement also establishes performance goals, including timely outreach and monthly application targets, and requires regular reporting to IEHP.

ARMC's previous Agreement with IEHP for Medi-Cal enrollment related services expired on December 31, 2024. ARMC received a draft copy of a new Agreement on December 12, 2024. After a lengthy negotiation process, this is the first opportunity ARMC has to bring this Agreement

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to the Board of Supervisors. Approval of this retroactive Agreement will ensure ARMC receive the maximum reimbursement to fund two full time enrollment workers.

The Agreement was negotiated by the parties and deviates from the standard County contract terms as follows:

1. Either party may terminate the Agreement with 60 days written notice.
 - The County standard contract gives the County the right to terminate the contract, for any reason, with a 30-day written notice of termination.
 - **Potential Impact:** The County will need to be mindful of this extended notice period in the event it seeks to terminate the Agreement without cause.
2. The County is required to indemnify IEHP for claims arising out of (1) the performance of services, (2) the omission of any acts required under the Agreement by the County, and (3) arising out of the County's acts or omissions under the associated Business Associate Agreement.
 - The County standard contract does not include any indemnification or defense by the County of a contractor.
 - **Potential Impact:** In the event a claim arises against IEHP that falls within the scope of the County's indemnity obligation, the County will be financially responsible for the costs of defending IEHP and potentially paying any resulting settlement/judgment.
3. IEHP is not required to contractually indemnify the County under any circumstance.
 - The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors or omissions of any person.
 - **Potential Impact:** IEHP is not required to defend, indemnify or hold the County harmless from any claims, including indemnification for claims arising from IEHP's negligent or intentional acts. If the County is sued for any claim, including claims that arise due to IEHP's acts or omissions, the County may be solely liable for the costs of defense and damages.
4. The Agreement does not require IEHP to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - **Potential Impact:** The County has no assurance that IEHP will be financially responsible for claims that may arise under the Agreement, which could result in expenses to the County.
5. Venue is in the state or federal (if permitted by law) courts in San Bernardino County or Riverside County.
 - County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - **Potential Impact:** Having a venue in Riverside County may result in additional expenses to the County that might not have been incurred if venue for the dispute was in the San Bernardino County Superior Court.

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ARMC recommends approval of the Agreement, including non-standard terms, to enhance access to healthcare coverage for county residents while ensuring ARMC is reimbursed for services provided in a fiscally responsible manner.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Charles Phan, Supervising Deputy County Counsel, 387-5455) on November 10, 2025; Risk Management (Stephanie Mead, Staff Analyst II, 386-9044) on November 4, 2025; ARMC Finance (Chen Wu, Finance Budget Officer, 580-3165) on December 1, 2025; and County Finance and Administration (Jenny Yang, Administrative Analyst, 387-4884) on December 1, 2025.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Jesse Armendarez
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Curt Hagman, Joe Baca, Jr.
Absent: Dawn Rowe

Lynna Monell, CLERK OF THE BOARD

BY *Lynna Monell*
DATED: December 16, 2025



cc: ARMC - Goldfrach w/agree
Contractor - c/o ARMC w/agree
File - w/agree
MBA 12/23/2025