

Contract Number

SAP Number

**San Bernardino County
In-Home Supportive Services
Public Authority**

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|--|---|
| Department Contract Representative Telephone Number | <u>Derrick Younger, HS Contracts</u> <u>(909)386-8146</u> |
| Contractor | <u>Health Care Employees/Employer Dental and Medical Trust Fund</u> |
| Contractor Representative Telephone Number | <u>Lisa Winsten</u> <u>(925)803-1880 ext. 108</u> |
| Contract Term | <u>July 1, 2023 through June 30, 2028</u> |
| Original Contract Amount | <u>\$99,734,135</u> |
| Amendment Amount | <u>n/a</u> |
| Total Contract Amount | <u>\$99,734,135 (not to exceed)</u> |
| Cost Center | <u>4980002240</u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County In-Home Supportive Services Public Authority (“IHSS PA”) desires to designate a contractor to provide enrolled IHSS PA care providers with health care insurance coverage, as further described in a statement of work (the “Services”); and

WHEREAS, based upon and in reliance on the representations of Health Care Employees/Employer Dental and Medical Trust Fund (“Contractor” or “Fund”), the IHSS PA finds Contractor qualified to provide health care insurance coverage; and

WHEREAS, the IHSS PA desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the IHSS PA and Contractor mutually agree to the following terms and conditions:

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The following documents are attached and incorporated into this Contract and made a part hereof:

ATTACHMENTS

- A. ASSURANCE OF COMPLIANCE**
- B. BUSINESS ASSOCIATE AGREEMENT**
- C. SENATE BILL 1439 CONTRACTOR INFORMATION REPORT**

EXHIBITS

- A. KAISER (JANUARY 1, 2023) & BLUE SHIELD (APRIL 1, 2023) RATE SHEETS AND SUMMARY OF BENEFITS**
- B. IHSS PAYMENTS TO TRUST FUND**
- C. HEALTH CARE EMPLOYEES/EMPLOYER DENTAL AND MEDICAL TRUST AGREEMENT**
- D. GROUP PARTICIPATION AGREEMENT**

To the extent that a provision of this Contract is inconsistent with any Exhibits, Attachments, Schedules, Riders, or Endorsements enclosed herein, the provisions of this Contract shall govern.

A. DEFINITIONS

1. Contract – The legal agreement between the IHSS PA and the Contractor.
2. In-Home Supportive Services (IHSS) – The IHSS program is a federal, state, and locally funded program designed to help pay for services provided to seniors so they can remain safely in their own home. The senior is eligible if they are sixty-five (65) years of age, disabled, or blind.
3. Services – The required services described in this Contract.
4. Providers – Individuals employed by IHSS PA as San Bernardino County IHSS Homecare Workers.

B. CONTRACTOR RESPONSIBILITIES

Fund shall:

1. Subject to the terms and conditions set forth in this Contract, Fund shall provide the health insurance coverage described in Exhibit A. Fund shall provide said health insurance coverage at the time, place, and in the manner specified.
2. Provide health insurance coverage pursuant to the Health Care Employees/Employer Dental and Medical Trust Agreement (“Trust Agreement”) as specified in Exhibit C and Exhibit A.
3. Provide, on a monthly basis, a list to IHSS PA of all employed San Bernardino County IHSS Homecare Workers (“Providers”) for whom contributions are being paid.
4. Utilize the full amount payable pursuant to Exhibit B to purchase health benefits or pay for benefits costs solely for Providers.
5. Make available to IHSS PA, upon reasonable notice, all copies of any audit reports generated as a result of audits performed as specified in Article III Section 11 of the Trust Agreement to verify that insurance coverage has been provided or is being provided to Providers pursuant to this Contract, insofar as these are available to Contractor
6. On a quarterly basis, provide IHSS PA with a copy of the Kaiser and Blue Shield generated list of Providers membership ID cards issued by Kaiser and Blue shield during the previous quarter, insofar as these are in the possession of the Contractor.

C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and IHSS PA.
3. **Contract Assignability** – Without the prior written consent of the IHSS PA, the Contract is not assignable by Contractor either in whole or in part.
4. **Contract Exclusivity** – The IHSS PA does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.
5. **Attorney’s Fees and Costs** – If any legal action is instituted to enforce any party’s rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising

from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the IHSS PA; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the IHSS PA and not in violation of applicable law, Contractor shall conduct a background check, at Contractor’s sole expense, on all its personnel providing Services. If requested by the IHSS PA, Contractor shall provide the results of the background check of each individual to the IHSS PA. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding twelve (12) month period. Contractor personnel who do not meet the IHSS PA’s hiring criteria, in IHSS PA’s sole discretion, shall not be assigned to work on IHSS PA property or Services, and IHSS PA shall have the right, at its sole option, to refuse access to any Contract personnel to any IHSS PA facility.

Contractor shall notify the IHSS PA of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the IHSS PA. In the IHSS PA’s discretion, the IHSS PA may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the IHSS PA concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

7. **Change of Address** – Contractor shall notify the IHSS PA in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California, except insofar as it is preempted by Federal law.
9. **Compliance with IHSS PA Policy** – In performing the Services and while at any IHSS PA facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the IHSS PA regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the IHSS PA; and (d) abide by all laws applicable to the IHSS PA facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, “IHSS PA Policies”). IHSS PA Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a IHSS PA facility, electronic posting, or other means generally used by IHSS PA to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of IHSS PA Policies to Contractor personnel to the extent necessary and appropriate.

IHSS PA shall have the right to require Contractor’s employees, agents, representatives, and subcontractors to exhibit identification credentials issued by IHSS PA in order to exercise any right of access under this Contract.

10. **Confidentiality** – Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to

contracts between a Covered Entity and its Business Associates. Contractor shall execute and comply with the attached Business Associate Agreement (Attachment B). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately notify the IHSS PA of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

- a. Read, understand, and comply with the Privacy and Security Requirements Summary.
 - b. Ensure employees, subcontractors, agents, volunteers, and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 - c. Ensure employees, subcontractors, agents, volunteers, and interns who have access to PII sign the Confidentiality Statement annually.
 - d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to IHSS PA inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the IHSS PA. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **IHSS PA Representative** – The IHSS PA Executive Director or his/her designee shall represent the IHSS PA in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the IHSS PA Board of Directors, then the Board of Directors must approve all amendments to this Contract.
13. **Damage to IHSS PA Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to IHSS PA vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.
- If the Contractor fails to make timely repairs, the IHSS PA may make any necessary repairs. The Contractor, as determined by the IHSS PA, shall repay all costs incurred by the IHSS PA for such repairs, by cash payment upon demand, or IHSS PA may deduct such costs from any amounts due to the Contractor from the IHSS PA, as determined at the IHSS PA's sole discretion.
14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b; and
- d. Have not within a three (3) year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

- 15. **System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management’s (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the IHSS PA determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the IHSS PA may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform IHSS PA. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.

- 16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor’s employees, while performing service for the IHSS PA, on IHSS PA property, or while using IHSS PA equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor’s employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the IHSS PA on IHSS PA property, or using IHSS PA equipment, of the IHSS PA’s objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the IHSS PA.

The IHSS PA may terminate for default or breach of this Contract and any other Contract the Contractor has with the IHSS PA, if the Contractor or Contractor’s employees are determined by the IHSS PA not to be in compliance with above.

- 17. **Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

- 18. **Reserved**

- 19. **Reserved**

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, (CCR) title 20, section 1401 et seq.).

20. **Improper Influence** – Contractor shall make all reasonable efforts to ensure that no IHSS PA officer or employee, whose position in the IHSS PA enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
21. **Improper Consideration** – Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the IHSS PA in an attempt to secure favorable treatment regarding this Contract.

The IHSS PA, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the IHSS PA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by an IHSS PA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the IHSS PA Administrative Office. In the event of a termination under this provision, the IHSS PA is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – In the event the IHSS PA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
23. **Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
24. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify IHSS PA immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.
25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the IHSS PA determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the IHSS PA, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the IHSS PA is entitled to pursue any available legal remedies.
26. **Mutual Covenants** – The parties to this Contract 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".
27. **Nondisclosure** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations

under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor 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 the IHSS PA to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. 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 memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

28. **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 Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
29. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the IHSS PA upon payment for services (and product, if applicable). All such items shall be delivered to IHSS PA at the completion of work under the Contract. Unless otherwise directed by IHSS PA, Contractor may retain copies of such items.
30. **Reserved**
31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountability. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

33. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
34. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with the IHSS PA may be

made or used without prior written approval of the IHSS PA Director or their designee and shall include IHSS PA approved branding.

35. **Representation of the IHSS PA** – In the performance of this Contract, Contractor, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the IHSS PA.
36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract 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 Contract thereafter.
37. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the IHSS PA and the Director of IHSS PA through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain the IHSS PA's written consent, which IHSS PA may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to the IHSS PA. At IHSS PA's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the IHSS PA, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to IHSS PA for its subcontractors and shall indemnify the IHSS PA for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows IHSS PA's reporting formats and procedures as specified by IHSS PA.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, IHSS PA will have the right to enter into direct contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with IHSS PA.

38. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or IHSS PA, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and IHSS PA further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for IHSS PA.
39. **Termination for Convenience** – The IHSS PA reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to IHSS PA and transfer

title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District. Insofar as Contractor is governed by Federal law, and most specifically by the Employee Retirement Income Security Act of 1974 as amended, in appropriate matters jurisdiction shall be in the Federal Court seated in Los Angeles, California.
42. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the IHSS PA. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the IHSS PA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the IHSS PA and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with other applicants on a merit basis.
43. **Former IHSS PA Administrative Officials** – Contractor agrees to provide or has already provided information on former IHSS PA administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former IHSS PA administrative officials who terminated IHSS PA employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "IHSS PA administrative official" is defined as a member of the Board of Directors or such officer's staff, Executive Officer or member of such officer's staff, IHSS PA department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
44. **Disclosure of Criminal and Civil Procedures** – The IHSS PA reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The IHSS PA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the IHSS PA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

45. **Reserved**

46. **Reserved**

47. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature on this Certification.

48. **Reserved**

49. **Reserved**

50. (This is preempted by ERISA and HIPAA. **Vacancies** – Contractor shall notify IHSS PA of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise IHSS PA 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 IHSS PA on each periodically required report for the duration of said vacancies and/or problems.

51. **Reserved**

52. **Reserved**

53. **Reserved**

54. **Elder and Dependent Adult Abuse Reporting** – Contractor agrees to and shall comply with San Bernardino County's Elder and Dependent Adult Abuse Reporting requirements:

a. **Who Must Report:** In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

- b. When to Report: Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
 - 1) When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
 - 2) When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
- c. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
 - 1) If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
 - 2) If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement;
 - 3) If the abuse occurred anywhere other than a long-term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.
- d. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
 - 1) Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
 - 2) Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, <http://www.cdss.ca.gov/Portals/9/FMUForms/Q-T/SOC341.pdf?ver=2018-11-15-132736-097>. The completed form must be submitted to the same agency to which the incident was reported by telephone.

55. **Reserved**

56. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

57. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

58. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.

59. **Reserved**

60. **Reserved**

61. **Reserved**

62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the

reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, exhibits, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
- a. This Contract;
 - b. Attachments and exhibits to this Contract, as indicated herein; and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.

To the extent that a provision of this Contract is inconsistent with any Attachments, Exhibits, Appendices, Schedules, Riders, Endorsements, or Price lists, SOWs, and other documents attached hereto or incorporated herein, the provisions of this Contract shall govern.

64. **Political Contributions** — Contractor has disclosed to the IHSS PA using Attachment C, whether it has made any campaign contributions of more than \$250 to any member of the Board of Directors or other IHSS PA officer, or San Bernardino County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the IHSS PA, or (2) 12 months before the date this Contract was approved by the Board of Directors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Directors or other IHSS Officer, or San Bernardino County elected officer for 12 months after the IHSS PA's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the IHSS PA a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Directors or other IHSS PA officer, or San Bernardino County elected officer within the preceding 12 months of the date of the proposed amendment.

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

65. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the IHSS PA and Contractor 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.
66. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, 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 (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) 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. Accordingly, should it be determined that 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 advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the IHSS PA.

D. TERM OF CONTRACT

1. This Contract is effective as of July 1, 2023 and expires June 30, 2028 but may be terminated earlier in accordance with provisions of this Contract.
2. The IHSS PA may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the IHSS PA, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the IHSS PA by serving a written notice to the Contractor thirty (30) days in advance of termination. The IHSS Executive Director is authorized to exercise the IHSS PA's rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to IHSS PA and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. IHSS PA RESPONSIBILITIES

IHSS PA:

1. Shall pay to Fund for health insurance coverage rendered pursuant to this Contract, at the rate and under the terms set forth in Exhibit B. The maximum amount of payments under this Contract shall not exceed \$99,734,135 as specified in Exhibit B, and shall be subject to availability of other funds to IHSS PA. The consideration to be paid to Fund, as provided herein, shall be in full payment for all Fund's services and expenses incurred in the performance hereof, including travel and per diem. This payment shall be the only payment made to Fund for providing insurance coverage pursuant to this Contract.
2. IHSS PA is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Fund or on any taxes levied on Providers' wages. The IHSS PA shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the IHSS PA pursuant to the Contract.

F. FISCAL PROVISIONS

1. The maximum amount of payment under this Contract shall not exceed \$99,734,135 as specified in Exhibit B, of which \$49,867,068 may be federally funded, and shall be subject to availability of other funds to the IHSS PA. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
2. Remit Advice shall be issued by IHSS PA to Contractor with a net thirty (30) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.
3. Contractor shall accept all payments from IHSS PA via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by IHSS PA required to process EFT payments.

4. IHSS PA is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The IHSS PA shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the IHSS pursuant to the Contract.
5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by IHSS PA
6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from IHSS PA for, or apply sums received from IHSS PA with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the IHSS PA.
7. Contractor shall adhere to San Bernardino County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the IHSS PA. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
8. Reserved
9. Reserved
10. Reserved
11. The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the IHSS PA shall approve (or deny) the budget revision request. The IHSS PA has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. IHSS PA shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The IHSS PA reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the IHSS PA or San Bernardino County) and hold harmless the IHSS PA and San Bernardino County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the IHSS PA and/or San Bernardino County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the IHSS PA's and/or San Bernardino County's "active" as well as "passive" negligence but does not apply to the IHSS PA's or San Bernardino County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

The IHSS PA agrees to indemnify and hold harmless the Contractor, its authorized officers, employees, agents and volunteers for any and all claims, actions, losses, damages and/or liability arising out of any negligent act or omission of IHSS PA in connection with this Contract.
2. **Reserved**
3. **Reserved**

4. **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 IHSS PA and/or San Bernardino County.
5. **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 IHSS PA and/or San Bernardino County or between the IHSS PA and/or San Bernardino County and any other insured or additional insured under the policy.
6. **Reserved**
7. **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”.
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the IHSS PA has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the IHSS PA will be promptly reimbursed by the Contractor or IHSS PA payments to the Contractor will be reduced to pay for IHSS PA purchased insurance.
10. **Reserved**
11. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor 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:

- a. 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.

If Contractor has no employees, it may certify or warrant to the IHSS PA that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the IHSS PA and San Bernardino County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b. 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.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. 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, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

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

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. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- e. **Cyber Liability Insurance** – Cyber Liability Insurance with limits of no less than \$1,000,000 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 protect the involved San Bernardino County entities and IHSS PA and cover breach response cost as well as regulatory fines and penalties.

- f. **Reserved**

H. RIGHT TO MONITOR AND AUDIT

- 1. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending \$750,000 or more in federal funds within the Contractor’s fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the IHSS PA within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor’s fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the IHSS PA within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. In the event of a non-cured breach, IHSS PA may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of IHSS PA; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by the IHSS PA those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the IHSS PA may proceed with the work in any manner deemed proper by the IHSS PA. The cost to the IHSS PA shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the IHSS PA.
2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the IHSS PA within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the IHSS PA will supply a sample of the Plan format. The Contractor will be monitored by the IHSS PA for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to IHSS PA an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.
4. Reserved
5. Reserved
6. Equity – Contractor shall adhere to and participate in IHSS PA efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of San Bernardino County residents.
 - a. Contractor shall recruit, promote, and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
 - b. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

K. NOTICES

All written notices provided for in this Contract 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 In-Home Supportive Services Public Authority Attn: Executive Director 784 E. Hospitality Lane San Bernardino, CA 92415 | Health Care Employees/Employer Dental and Medical Trust Fund Attn: Lisa Winsten 6200 Village Parkway, Suite 201 Dublin, CA 94568: |
|--|---|

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

L. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other 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 Contract not expressly set forth herein are of no force or effect. This Contract 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 Contract and signs the same of its own free will.
2. This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

IN WITNESS WHEREOF, the San Bernardino County In-Home Supportive Services Public Authority and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY IN-HOME
SUPPORTIVE SERVICES PUBLIC AUTHORITY

Health Care Employees/Employer Dental and
Medical Trust Fund

►

Dawn Rowe, Chair, Board of Directors for In-Home
Supportive Services Public Authority

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Name Lisa Winsten
(Print or type name of person signing contract)

Lynna Monell
Secretary of the Board of Directors

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address 6200 Village Parkway, Suite 201
Dublin, CA 94568

FOR COUNTY IHSS PA USE ONLY

Approved as to Legal Form
►

Jose Mendoza, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Patty Steven, Contracts Manager
Date _____

Reviewed/Approved by Department
►

Myette Christian, Acting Executive Director
Date _____

ASSURANCE OF COMPLIANCE STATEMENT

**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Health Care Employees Dental and Medical Trust Fund

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940 (c), (h), (i), and (j); California Government Code section 4450; California Code of Regulations section 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

Health Care Employees Dental and Medical Trust Fund

ORGANIZATION

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County In-Home Supportive Services Public Authority (hereinafter Covered Entity) and Health Care Employees/Employer Medical & Dental Trust Fund (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.

8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
 - a) Date the Breach or suspected Breach occurred;
 - b) Date the Breach or suspected Breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 - d) Number of potentially affected Individual(s) with contact information; and
 - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
 - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy

Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.

ATTACHMENT C
Senate Bill 1439
Contractor Information Report

DEFINITIONS

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

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

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

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

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

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

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

3. Name of agent of Contractor:

| Company Name | Agent(s) |
|--------------|----------|
| | |
| | |

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

| Company Name | Contact |
|--------------|---------|
| | |
| | |

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

| Company Name | Subcontractor(s): | Principal and//or Agent(s): |
|--------------|-------------------|-----------------------------|
| | | |
| | | |

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| | |
| | |

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County In-Home Supportive Services Public Authority Board of Directors or other IHSS PA officer, or San Bernardino County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

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

9. Name of Board of Director Member or other IHSS PA officer, or San Bernardino County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/IHSS PA officer, San Bernardino County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Directors, IHSS Officer, or other San Bernardino County elected officer while award of this Contract is being considered and for 12 months after a final decision by the IHSS PA.

EXHIBIT A KAISER (JANUARY 1, 2023) & BLUE SHIELD (APRIL 1, 2023) RATE SHEETS AND SUMMARY OF BENEFITS

Larry F. Winsten, Administrator
License #01090724
Lisa A. Winsten, Administrator
License #0112472



6200 Village Parkway, Suite 201
Dublin, California 94568
Tel: (925) 803-1880 / (800) 824-3316
Fax: (925) 803-8780

February 3, 2023

Rosa Hidalgo
SAN BERNARDINO IHSS
784 E HOSPITALITY LN
SAN BERNARDINO, CA 92415

RE: Blue Shield of California Renewal – April 1, 2023.
Group Number: W0073053/BS-623

Dear MS. Hidalgo,

Thank you for your participation in the Health Care Employees/Employer Medical Trust. We value the opportunity to provide benefits for your employees. We are pleased to present your April 1, 2023 through March 31, 2024 Blue Shield of California medical renewal.

Below, for your review and approval, are the current and new rates effective April 1, 2023 through March 31, 2024:

| 1 Tier Structure: MEMBER ONLY | |
|-------------------------------|----------|
| Current Rates: | \$728.09 |
| Renewal Rates: | \$762.15 |

Included with this letter you will find the following documents:


- Benefit Summary
- Summary of Benefits Coverage (SBC) Document
- Renewal Reminders Regarding Open Enrollment, SBC Requirement, and ACA Reporting

Again, we thank you for the opportunity to provide your company with service and support and look forward to our continued partnership. We would be happy to arrange a time to meet with you at your facility to review the renewal and to provide you with alternative or additional benefit plan options. If you have any questions relating to the renewal, the open enrollment process or would like additional information, please contact our Benefits Manager, Jennifer Gomes.

Sincerely,

Lisa Winsten
HEALTH CARE EMPLOYEES/EMPLOYER DENTAL & MEDICAL TRUST

I hereby acknowledge and accept the renewal action effective April 1, 2023 through March 31, 2024.



Rosa Hidalgo

You may return via mail or fax to: 925-803-8780



Larry F. Winsten, Administrator
License #01090724
Lisa A. Winsten, Administrator
License #0112472



6200 Village Parkway, Suite 201
Dublin, California 94568
Tel: (925) 803-1850 / (800) 824-3310
Fax: (925) 803-8700

October 10, 2022

Rosa Hidalgo
SAN BERNARDINO IHSS
784 E HOSPITALITY LN
SAN BERNARDINO, CA 92415

RE: Kaiser Permanente Renewal – January 1, 2023.
Group Number: 231670-0000/SK-623

Dear MS. Hidalgo,

Thank you for your participation in the Health Care Employees/Employer Medical Trust. We value the opportunity to provide benefits for your employees. We are pleased to present your January 1, 2023 through December 31, 2023 Kaiser Permanente medical renewal.

Below, for your review and approval, are the current and new rates effective January 1, 2023 through December 31, 2023:

| 1 Tier Structure: MEMBER ONLY | |
|-------------------------------|----------|
| Current Rates: | \$659.55 |
| Renewal Rates: | \$664.17 |

Included with this letter you will find the following documents:

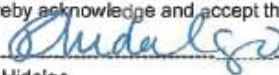
- Benefit Summary
- Summary of Benefits Coverage (SBC) Document
- Renewal Reminders Regarding Open Enrollment, SBC Requirement, and ACA Reporting

Again, we thank you for the opportunity to provide your company with service and support and look forward to our continued partnership. We would be happy to arrange a time to meet with you at your facility to review the renewal and to provide you with alternative or additional benefit plan options. If you have any questions relating to the renewal, the open enrollment process or would like additional information, please contact our Benefits Manager, Jennifer Gomes.

Sincerely,

Lisa Winsten
HEALTH CARE EMPLOYEES/EMPLOYER DENTAL & MEDICAL TRUST

I hereby acknowledge and accept the renewal action effective January 1, 2023 through December 31, 2023.



Rosa Hidalgo

You may return via mail or fax to: 925-803-8780



| Benefits ⁵ | Your payment | |
|---|--|--------------------------|
| | When using a Participating Provider ³ | CYD ² applies |
| Preventive Health Services⁴ | | |
| Preventive Health Services | \$0 | |
| California Prenatal Screening Program | \$0 | |
| Physician services | | |
| Primary care office visit | \$20/visit | |
| Trio+ specialist care office visit (self-referral) | \$20/visit | |
| Other specialist care office visit (referred by PCP) | \$20/visit | |
| Office visit for allergy serum injection | \$0 | |
| Physician home visit | \$20/visit | |
| Physician or surgeon services in an Outpatient Facility | \$0 | |
| Physician or surgeon services in an inpatient facility | \$0 | |
| Other professional services | | |
| Other practitioner office visit <i>Includes nurse practitioners, physician assistants, and therapists.</i> | \$20/visit | |
| Teladoc consultation | \$0 | |
| Family planning | | |
| • Counseling, consulting, and education | \$0 | |
| • Injectable contraceptive, diaphragm fitting, intrauterine device (IUD), implantable contraceptive, and related procedure. | \$0 | |
| • Tubal ligation | \$0 | |
| • Vasectomy | \$0 | |
| Podiatric services | \$20/visit | |
| Medical nutrition therapy, not related to diabetes | \$0 | |
| Pregnancy and maternity care | | |
| Physician office visits: prenatal and postnatal | \$0 | |
| Abortion and abortion-related services | \$0 | |
| Emergency Services | | |
| Emergency room services | 20% | |
| <i>If admitted to the Hospital, this payment for emergency room services does not apply. Instead, you pay the Participating Provider payment under Inpatient facility services/ Hospital services and stay.</i> | | |
| Emergency room Physician services | \$0 | |

| Benefits ⁵ | Your payment | |
|---|--|--------------------------|
| | When using a Participating Provider ³ | CYD ² applies |
| Urgent care center services | \$20/visit | |
| Ambulance services <i>This payment is for emergency or authorized transport.</i> | \$150/transport | |
| Outpatient Facility services | | |
| Ambulatory Surgery Center | 20% | ✓ |
| Outpatient Department of a Hospital: surgery | 20% | ✓ |
| Outpatient Department of a Hospital: treatment of illness or injury, radiation therapy, chemotherapy, and necessary supplies | \$0 | |
| Inpatient facility services | | |
| Hospital services and stay | 20% | ✓ |
| Transplant services <i>This payment is for all covered transplants except tissue and kidney. For tissue and kidney transplant services, the payment for Inpatient facility services/ Hospital services and stay applies.</i> | | |
| • Special transplant facility inpatient services | 20% | ✓ |
| • Physician inpatient services | \$0 | |
| Diagnostic x-ray, imaging, pathology, and laboratory services | | |
| <i>This payment is for Covered Services that are diagnostic, non-Preventive Health Services, and diagnostic radiological procedures, such as CT scans, MRIs, MRAs, and PET scans. For the payments for Covered Services that are considered Preventive Health Services, see Preventive Health Services.</i> | | |
| Laboratory services | | |
| <i>Includes diagnostic Papanicolaou (Pap) test.</i> | | |
| • Laboratory center | \$10/visit | |
| • Outpatient Department of a Hospital | \$10/visit | |
| X-ray and imaging services | | |
| <i>Includes diagnostic mammography.</i> | | |
| • Outpatient radiology center | \$10/visit | |
| • Outpatient Department of a Hospital | \$10/visit | |
| Other outpatient diagnostic testing | | |
| <i>Testing to diagnose illness or injury such as vestibular function tests, EKG, ECG, cardiac monitoring, non-invasive vascular studies, sleep medicine testing, muscle and range of motion tests, EEG, and EMG.</i> | | |
| • Office location | \$10/visit | |
| • Outpatient Department of a Hospital | \$10/visit | |

| Benefits ⁵ | Your payment | |
|---|--|--------------------------|
| | When using a Participating Provider ³ | CYD ² applies |
| Radiological and nuclear imaging services | | |
| <ul style="list-style-type: none"> • Outpatient radiology center • Outpatient Department of a Hospital | 20% | |
| | 20% | |
| Rehabilitative and Habilitative Services | | |
| <i>Includes physical therapy, occupational therapy, respiratory therapy, and speech therapy services.</i> | | |
| Office location | \$20/visit | |
| Outpatient Department of a Hospital | \$20/visit | |
| Durable medical equipment (DME) | | |
| DME | 20% | |
| Breast pump | \$0 | |
| Orthotic equipment and devices | \$0 | |
| Prosthetic equipment and devices | \$0 | |
| Home health care services | \$0 | |
| <i>Up to 100 visits per Member, per Calendar Year, by a home health care agency. All visits count towards the limit, including visits during any applicable Deductible period. Includes home visits by a nurse, Home Health Aide, medical social worker, physical therapist, speech therapist, or occupational therapist, and medical supplies.</i> | | |
| Home infusion and home injectable therapy services | | |
| Home infusion agency services | \$0 | |
| <i>Includes home infusion drugs, medical supplies, and visits by a nurse.</i> | | |
| Hemophilia home infusion services | \$0 | |
| <i>Includes blood factor products.</i> | | |
| Skilled Nursing Facility (SNF) services | | |
| <i>Up to 100 days per Member, per benefit period, except when provided as part of a Hospice program. All days count towards the limit, including days during any applicable Deductible period and days in different SNFs during the Calendar Year.</i> | | |
| Freestanding SNF | 20% | ✓ |
| Hospital-based SNF | 20% | ✓ |
| Hospice program services | \$0 | |
| <i>Includes pre-Hospice consultation, routine home care, 24-hour continuous home care, short-term inpatient care for pain and symptom management, and inpatient respite care.</i> | | |

Benefits⁵

Your payment

| | When using a Participating Provider ³ | CYD ² applies |
|--|--|--------------------------|
| Other services and supplies | | |
| Diabetes care services | | |
| • Devices, equipment, and supplies | 20% | |
| • Self-management training | \$20/visit | |
| • Medical nutrition therapy | \$20/visit | |
| Dialysis services | \$0 | |
| PKU product formulas and special food products | \$0 | |
| Allergy serum billed separately from an office visit | \$0 | |

Mental Health and Substance Use Disorder Benefits

Your payment

| | When using a MHSA Participating Provider ³ | CYD ² applies |
|---|---|--------------------------|
| <i>Mental health and substance use disorder Benefits are provided through Blue Shield's Mental Health Service Administrator (MHSA).</i> | | |
| Outpatient services | | |
| Office visit, including Physician office visit | \$20/visit | |
| Teladoc mental health | \$0 | |
| Other outpatient services, including intensive outpatient care, electroconvulsive therapy, transcranial magnetic stimulation, Behavioral Health Treatment for pervasive developmental disorder or autism in an office setting, home, or other non-institutional facility setting, and office-based opioid treatment | \$0 | |
| Partial Hospitalization Program | \$0 | |
| Psychological Testing | \$0 | |
| Inpatient services | | |
| Physician inpatient services | \$0 | |
| Hospital services | 20% | ✓ |
| Residential Care | 20% | ✓ |

Notes

1 Evidence of Coverage (EOC):

The Evidence of Coverage (EOC) describes the Benefits, limitations, and exclusions that apply to coverage under this Plan. Please review the EOC for more details of coverage outlined in this Summary of Benefits. You can request a copy of the EOC at any time.

Capitalized terms are defined in the EOC. Refer to the EOC for an explanation of the terms used in this Summary of Benefits.

Notes

2 Calendar Year Deductible (CYD):

Calendar Year Deductible explained. A Calendar Year Deductible is the amount you pay each Calendar Year before Blue Shield pays for Covered Services under the Plan.

If this Plan has any Calendar Year Deductible(s), Covered Services subject to that Deductible are identified with a check mark (✓) in the Benefits chart above.

Covered Services not subject to the Calendar Year medical Deductible. Some Covered Services received from Participating Providers are paid by Blue Shield before you meet any Calendar Year medical Deductible. These Covered Services do not have a check mark (✓) next to them in the "CYD applies" column in the Benefits chart above.

Family coverage has an individual Deductible within the Family Deductible. This means that the Deductible will be met for an individual with Family coverage who meets the individual Deductible prior to the Family meeting the Family Deductible within a Calendar Year. Once the individual Deductible or Family Deductible is reached, cost sharing applies until the Out-of-Pocket Maximum is reached.

3 Using Participating Providers:

Participating Providers have a contract to provide health care services to Members. When you receive Covered Services from a Participating Provider, you are only responsible for the Copayment or Coinsurance, once any Calendar Year Deductible has been met.

Teladoc. Teladoc mental health and substance use disorder consultations are provided through Teladoc. These services are not administered by Blue Shield's Mental Health Service Administrator (MHSA).

4 Calendar Year Out-of-Pocket Maximum (OOPM):

Calendar Year Out-of-Pocket Maximum explained. The Out-of-Pocket Maximum is the most you are required to pay for Covered Services in a Calendar Year. Once you reach your Out-of-Pocket Maximum, Blue Shield will pay 100% of the Allowed Charges for Covered Services for the rest of the Calendar Year.

Your payment after you reach the Calendar Year OOPM. You will continue to pay all charges for services that are not covered, charges above the Allowed Charges, and charges for services above any Benefit maximum.

Any Deductibles count towards the OOPM. Any amounts you pay that count towards the medical Deductible also count towards the Calendar Year Out-of-Pocket Maximum.

Family coverage has an individual OOPM within the Family OOPM. This means that the OOPM will be met for an individual with Family coverage who meets the individual OOPM prior to the Family meeting the Family OOPM within a Calendar Year.

5 Separate Member Payments When Multiple Covered Services are Received:

Each time you receive multiple Covered Services, you might have separate payments (Copayment or Coinsurance) for each service. When this happens, you may be responsible for multiple Copayments or Coinsurance. For example, you may owe an office visit payment in addition to an allergy serum payment when you visit the doctor for an allergy shot.

6 Preventive Health Services:

If you only receive Preventive Health Services during a Physician office visit, there is no Copayment or Coinsurance for the visit. If you receive both Preventive Health Services and other Covered Services during the Physician office visit, you may have a Copayment or Coinsurance for the visit.

Plans may be modified to ensure compliance with State and Federal requirements.

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Disclosure Form Part One

231670 IHSS: IN-HOME SUPPORT SERVICES
 Home Region: Southern California
 1/1/23 through 12/31/23

Principal benefits for Kaiser Permanente Deductible HMO Plan

Accumulation Period

The Accumulation Period for this plan is January 1 through December 31.

Out-of-Pocket Maximums and Deductibles

For Services that apply to the Plan Out-of-Pocket Maximum, you will not pay any more Cost Share for the rest of the Accumulation Period once you have reached the amounts listed below.

For Services that are subject to the Plan Deductible or the Drug Deductible, you must pay Charges for covered Services you receive during the Accumulation Period until you reach the deductible amounts listed below. All payments you make toward your deductibles apply to the Plan Out-of-Pocket Maximum amounts listed below.

| Amounts Per Accumulation Period | Self-Only Coverage (a Family of one Member) | Family Coverage Each Member in a Family of two or more Members | Family Coverage Entire Family of two or more Members |
|---------------------------------|--|--|--|
| Plan Out-of-Pocket Maximum | \$3,000 | \$3,000 | \$6,000 |
| Plan Deductible | \$1,000 | \$1,000 | \$2,000 |
| Drug Deductible | None | None | None |

Plan Provider Office Visits

You Pay

| | |
|---|--|
| Most Primary Care Visits and most Non-Physician Specialist Visits | \$20 per visit (Plan Deductible doesn't apply) |
| Most Physician Specialist Visits | \$20 per visit (Plan Deductible doesn't apply) |
| Routine physical maintenance exams, including well-woman exams | No charge (Plan Deductible doesn't apply) |
| Well-child preventive exams (through age 23 months) | No charge (Plan Deductible doesn't apply) |
| Scheduled prenatal care exams | No charge (Plan Deductible doesn't apply) |
| Routine eye exams with a Plan Optometrist | No charge (Plan Deductible doesn't apply) |
| Urgent care consultations, evaluations, and treatment | \$20 per visit (Plan Deductible doesn't apply) |
| Most physical, occupational, and speech therapy | \$20 per visit after Plan Deductible |

Telehealth Visits

You Pay

| | |
|--|---|
| Primary Care Visits and Non-Physician Specialist Visits by interactive video | No charge (Plan Deductible doesn't apply) |
| Physician Specialist Visits by interactive video | No charge (Plan Deductible doesn't apply) |
| Primary Care Visits and Non-Physician Specialist Visits by telephone | No charge (Plan Deductible doesn't apply) |
| Physician Specialist Visits by telephone | No charge (Plan Deductible doesn't apply) |

Outpatient Services

You Pay

| | |
|---|---|
| Outpatient surgery and certain other outpatient procedures | 20% Coinsurance after Plan Deductible |
| Most immunizations (including the vaccine) | No charge (Plan Deductible doesn't apply) |
| Most X-rays and laboratory tests | \$10 per encounter after Plan Deductible |
| Preventive X-rays, screenings, and laboratory tests as described in the EOC | No charge (Plan Deductible doesn't apply) |
| MRI, most CT, and PET scans | 20% Coinsurance up to a maximum of \$50 per procedure after Plan Deductible |

Hospitalization Services

You Pay

| | |
|--|---------------------------------------|
| Room and board, surgery, anesthesia, X-rays, laboratory tests, and drugs | 20% Coinsurance after Plan Deductible |
|--|---------------------------------------|

Emergency Health Coverage

You Pay

| | |
|-----------------------------|---------------------------------------|
| Emergency Department visits | 20% Coinsurance after Plan Deductible |
|-----------------------------|---------------------------------------|

Note: If you are admitted directly to the hospital as an inpatient for covered Services, you will pay the inpatient Cost Share instead of the Emergency Department Cost Share (see "Hospitalization Services" for inpatient Cost Share)

Ambulance Services

You Pay

| | |
|--------------------|--------------------------------------|
| Ambulance Services | \$150 per trip after Plan Deductible |
|--------------------|--------------------------------------|

Prescription Drug Coverage

You Pay

| | |
|--|---|
| Covered outpatient items in accord with our drug formulary guidelines: | |
| Most generic items (Tier 1) at a Plan Pharmacy | \$10 for up to a 30-day supply (Plan Deductible doesn't apply) |
| Most generic (Tier 1) refills through our mail-order service | \$20 for up to a 100-day supply (Plan Deductible doesn't apply) |

(continues)

Disclosure Form Part One

(continued)

| Prescription Drug Coverage | You Pay |
|---|---|
| Most brand-name items (Tier 2) at a Plan Pharmacy..... | \$30 for up to a 30-day supply (Plan Deductible doesn't apply) |
| Most brand-name (Tier 2) refills through our mail-order service | \$60 for up to a 100-day supply (Plan Deductible doesn't apply) |
| Most specialty items (Tier 4) at a Plan Pharmacy | \$30 for up to a 30-day supply (Plan Deductible doesn't apply) |
| Durable Medical Equipment (DME) | You Pay |
| DME items as described in the EOC..... | 20% Coinsurance (Plan Deductible doesn't apply) |
| Mental Health Services | You Pay |
| Inpatient psychiatric hospitalization..... | 20% Coinsurance after Plan Deductible |
| Individual outpatient mental health evaluation and treatment..... | \$20 per visit (Plan Deductible doesn't apply) |
| Group outpatient mental health treatment..... | \$10 per visit (Plan Deductible doesn't apply) |
| Substance Use Disorder Treatment | You Pay |
| Inpatient detoxification..... | 20% Coinsurance after Plan Deductible |
| Individual outpatient substance use disorder evaluation and treatment..... | \$20 per visit (Plan Deductible doesn't apply) |
| Group outpatient substance use disorder treatment..... | \$5 per visit (Plan Deductible doesn't apply) |
| Home Health Services | You Pay |
| Home health care (up to 100 visits per Accumulation Period) | No charge (Plan Deductible doesn't apply) |
| Other | You Pay |
| Skilled nursing facility care (up to 100 days per benefit period)..... | 20% Coinsurance after Plan Deductible |
| Prosthetic and orthotic devices as described in the EOC | No charge (Plan Deductible doesn't apply) |
| Diagnosis and treatment of infertility and artificial insemination (such as outpatient procedures or laboratory tests) as described in the EOC..... | see EOC for Cost Share |
| Assisted reproductive technology ("ART") Services..... | Not covered |
| Hospice care | No charge (Plan Deductible doesn't apply) |

This is a summary of the most frequently asked-about benefits. This chart does not explain benefits, Cost Share, out-of-pocket maximums, exclusions, or limitations, nor does it list all benefits and Cost Share amounts. For a complete explanation, please refer to the EOC. Please note that we provide all benefits required by law (for example, diabetes testing supplies).

EXHIBIT B
IHSS PAYMENTS TO TRUST FUND

PAYMENT FOR INSURANCE COVERAGE RENDERED

Beginning on July 1, 2023, San Bernardino County In-Home Supportive Services Public Authority ("IHSS PA") will pay to the Health Care Employees/Employer Dental and Medical Trust Fund ("Contractor") thirty-two cents (\$0.32) per hour times the total number of paid Provider hours reported each month by the State Case Management Information and Payrolling System (as long as funds are available to the IHSS PA through the Federal Government, State of California, and/or San Bernardino County to administer the insurance program to IHSS providers). Each month, the IHSS PA shall pay this contribution to Contractor by the 25th day of the month prior to the coverage month per remittance advice. Contractor agrees to a sixty (60) day grace period before County payments are considered delinquent. Contractor agrees that no penalty or interest will be charged for late payments. Total contributions under this contract shall not exceed \$99,734,135.

The rate shall remain in effect the first fiscal year and may be changed annually (by approximately 5% to 6%) until the end of the contract, June 30, 2028.

Payments will be made payable to: Health Care Employees/Employer Dental and Medical Trust Fund.

EXHIBIT C

TRUST AGREEMENT

THIS TRUST AGREEMENT made and entered into on the 8th day of October, 1997, amending and renewing the Trust Agreement previously executed by Health Care Workers Union, Local 250, SEIU, AFL-CIO, and Hospital & Service Employees Union, Local 399, SEIU, AFL-CIO, and United Public Employees, Local 790, SEIU, AFL-CIO, and Social Services Union, Local 535, SEIU, AFL-CIO, and any other unions operating in California and their affiliates, hereinafter referred to as the "Union", and between Employers who are parties to various collective bargaining agreements with the Unions, and who agree as follows:

WHEREAS, in the collective bargaining agreement above referenced to, it is agreed to establish jointly administered Dental and Medical Plans for the duration of the current collective bargaining agreements and future signed agreements at a cost to the Employers or the individual Employer who hereafter becomes a party to such collective bargaining agreement or participation agreements of the sum set forth in the collective bargaining agreements or participation agreements per month per employee to pay for an insurance premium and the administration of the Plan, and

WHEREAS, the purpose of this Trust Agreement is to provide for the establishment of such Dental and Medical Plans in accordance with the terms of said collective bargaining agreements, said participation agreements, and applicable law.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter provided, it is hereby agreed as follows:

ARTICLE I

TRUST

SECTION 1. There is hereby created the HEALTH CARE EMPLOYEES/EMPLOYERS DENTAL AND MEDICAL TRUST, hereinafter referred to as the "Trust", for the sole and exclusive benefit of employees covered by collective bargaining agreements entered into by the Union and the Employer, and their families and dependents, or upon the approval of the Board of Trustees, employees of such other Employers (including the trust administrative office and the trustees of the Trust, as permitted under applicable law) making similar payments into the Trust, and their families and dependents. "Employer" shall mean any employer who is required to make contributions to this Trust Fund by a collective bargaining agreement or by a participation agreement approved by the Trustees. The Trust Fund shall consist of all payments required by said agreements or any other agreement to be made for the establishment and maintenance of said Dental and Medical Trust and all interest, income and other returns thereon of any kind whatsoever.

SECTION 2. The Trust shall have its principal office as shall be determined by resolution of the Board of Trustees.

SECTION 3. The interest of any individual employee in the Trust shall be limited to benefits payable to him or to his family or dependents as hereinafter provided, and no employee shall have the right to receive any part of the contributions made or required to be made to said Trust in lieu of benefits.

SECTION 4. Neither the Employers, or individual Employer, the Union, any individual or any other beneficiary shall have any right, title, or interest in the Trust other than as specifically provided in this Agreement. Neither the Trust nor any contributions to the Trust shall be in any manner liable for or subject to the debts, contract, or liabilities of the Employers, or any individual Employer, the Union, any individual or any other beneficiary. No part of the Trust, nor any benefits payable in accordance with this Agreement, shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any person other than as hereinafter provided.

SECTION 5. Neither the Employers, nor any officer, agent, employee or committee member of the Employer shall be liable to make contributions into the Trust or be under any other liability to the Trust with respect to the Dental or Medical Plans hereinafter provided, except to the extent that he may be an individual Employer required to make contributions to the Trust with respect to his own individual operations or to the extent he may incur liability as a Trustee as hereinafter provided. The liability of any individual Employer to the Trust, or with respect to the Dental and Medical Plans hereinafter provided, is with respect to his or its individual operations, and in no event shall he or it be liable or responsible for any portion of the contributions due from other individual Employers with respect to the operation of such Employers. The individual Employers shall not be required to make any further payments or contributions to the cost of operation of the Trust or of the Dental and Medical Plans, either in connection with the administration of the Trust hereby established or otherwise.

SECTION 6. Neither the Employers, any individual Employer, the Union, nor any individual employees shall be liable or responsible for any debts, liabilities or obligations of the Trust or the Trustees.

SECTION 7. Neither the Union, nor any member, officer, agent, employee or committee member of the Union shall be liable to make contributions into the Trust or be under any other liability to the Trust or with respect to the Dental and Medical Plans hereinafter provided, except for the Union as an Employer for its employees pursuant to an appropriate and lawful agreement.

SECTION 8. The individual Employer shall, during the existence of this Agreement,

contribute in the manner herein specified the sum set forth in the collective bargaining agreement and/or as determined by the Trustees as necessary to provide and maintain the benefits described under this Trust Agreement between the individual Employer and the Union, for each employee covered by such collective bargaining agreement and/or participation agreement.

SECTION 9. Each month as the contributions are made, the administrator shall forward to the Union a list of the employees covered by the collective bargaining agreement and/or participation agreement and showing thereon those for whom contributions are being paid for that month. Employees claiming that contributions should have been made for them shall promptly report the same to the Employer and the Union and to the Trust Fund office.

SECTION 10. Eligibility for participation under provisions of the Trust is subject to approval by the Board of Trustees.

ARTICLE II

BOARD OF TRUSTEES

SECTION 1. The Trust shall be handled and administered by a Board of Trustees consisting of ten (10) Trustees as follows:

- (a) Five (5) Trustees shall be appointed by the Union Trustees by majority vote, and are hereinafter called the "Union Trustees."
- (b) Five (5) Trustees shall be appointed by the Employer Trustees by majority vote, and are hereinafter called the "Employer Trustees."
- (c) Each Trustee may, with the approval of the majority Trustee group which appointed him or her, designate an alternate to attend the meetings in his or her place. However, no alternate may vote on any matters brought before the Board of Trustees.
- (d) The Board of Trustees shall select one of their members as Chairman and another as Secretary. One of these officers shall be selected from among the Employer Trustees and the other from among the Union Trustees.

SECTION 2. The Trustees may at any time by unanimous vote increase or decrease the number of Trustees, provided that the number of Employer Trustees and Union Trustees shall always be equal.

SECTION 3. The Employer Trustees by majority vote may terminate the designation of an Employer Trustee by mailing or delivering to such Trustee and to the Union Trustees and to the Trust Office, a notice of said vote. The Union Trustees by majority vote may terminate the designation of a Union Trustee by mailing or delivering to such Trustee and the Employer

Trustees and the Trust Office, a notice of said vote. A Trustee has the right to continue as a Trustee, even though he may be retired from his employment, until such time as he is removed according to the method described above.

SECTION 4. Any Trustee may resign by an instrument in writing executed for that purpose and mailed or delivered to the other Trustees.

SECTION 5. Any retiring and/or removed Trustee shall forthwith turn over to the remaining Trustees at the office of the Trust any and all records, books, documents, moneys, and other property in his possession owned by the Trustees or incident to the fulfillment of this Agreement and the administration of the Trust.

SECTION 6. Each Trustee shall serve until his death, resignation, or removal from office.

SECTION 7. If any Trustee dies, resigns or is removed from office, a successor Trustee shall be appointed forthwith by the party or parties who appointed the predecessor Trustee, by notice in writing served upon the Chairman and Secretary of the Board of Trustees. The successor Trustee so appointed shall sign this Trust Agreement, or a duplicate thereof, and such signature shall constitute his acceptance of office.

ARTICLE III

FUNCTIONS AND POWERS OF BOARD OF TRUSTEES

SECTION 1. The Board of Trustees, through its designated administrator, shall have the power to administer the Trust and to establish and maintain Dental and Medical Plans for the sole and exclusive benefit of the employees covered by the collective bargaining agreements, their families and dependents, or upon approval of the Board, of such employees, families and dependents jointly with the employees of other Employers making similar payments into the Trust and their families and dependents. The Board shall have all general and incidental powers and duties appropriate to the performance of such functions, including, without limitation, the powers and duties listed in the following sections.

SECTION 2. The Board of Trustees, through its designated administrator, shall collect and receive all contributions due to the Trust and shall promptly deposit such contributions in a special Trust account to be established in a reputable bank. Said contributions shall be due and payable at such times and in such manner as the Board shall from time to time direct. The Board may direct, however, that such contributions be paid to an Insurance Carrier and may designate such carrier as the custodian of all or any part of the moneys accruing to the Trust.

SECTION 3. Without prejudice to the rights of the parties under the collective

bargaining agreements with respect to their respective enforcement, the Board of Trustees shall have the power to enforce the payments of contributions to the Trust by individual Employers under the terms of the collective bargaining agreements or under any other promise to make such payments in any particular case or cases. If any individual Employer defaults in the making of such payments, and if the Board consults legal counsel with respect thereto, or files any suit or claim with respect thereto, there shall be added to the obligation of the Employer who is in default, reasonable attorneys' fees, court costs, and all other reasonable expenses incurred by the Board in connection with such default.

SECTION 4. The Board of Trustees shall have power:

- (a) To establish and accumulate such reserve funds as may be necessary to provide for administration expenses and other proper current and future obligations of the Trust; the amount needed for such reserve funds may be taken from the monthly contributions. Withdrawals from the Trust may be made only on the signature of two (2) Trustees, one (1) representing the Employer and one (1) representing Union, except as set forth at Article III, Section 9(b), below.
- (b) To employ such executive, administrative, clerical, secretarial and legal personnel and other employees and assistants as may be necessary in connection with the administration of the trust and to pay or cause to be paid, out of the funds, the compensation and expenses of such personnel and assistants, the cost of office space, furnishings and supplies and other essentials required in such administration.
- (c) To consult with and secure the advice of legal counsel on any questions of fact or law arising in connection with the administration of the Trust, including, at the request of the Employer Trustees or the Union Trustees, advice on any question from legal counsel selected by the Employer Trustees and legal counsel selected by the Union Trustees who shall be directed to confer with each other and, if possible, submit a joint opinion to the Board, and in like manner to employ legal counsel or joint legal counsel in connection with the suits or claims by or against the Board or the Trust with respect to the Trust, and to pay reasonable cost of such legal service from the Trust.
- (d) To incur and pay out of the Trust any other expenses reasonably incidental to the establishment and administration of the Trust.
- (e) To organize a corporation bearing the name of the Trust, or any other appropriate name, and to perform any and all of its functions through such corporation.
- (f) To invest and reinvest such portion of the Trust as is not required for current expenditures and charges in such securities as are legal for the investment of trust funds under the laws of the State of California.

(g) To delegate to the extent authorized by law, any of the powers and duties of the Trustees to any agent or employee engaged by them or to any one or more of the Trustees themselves. The Trustees shall have the power to appoint an investment manager or managers to manage (including the power to acquire and dispose of) any assets of the Plans. The Trustees or any individual to whom the Trustees delegate fiduciary responsibilities under this Trust Agreement, may employ one or more persons to render advice with regard to any fiduciary responsibilities. Any Trustee or other fiduciary with respect to the Trust or the Plans may serve in more than one fiduciary capacity with respect to the Trust and the Plans.

(h) To adopt rules and regulations for the administration of the Trust which are not inconsistent with the purpose and intent of this Agreement.

SECTION 5. After making adequate provision for the expense of establishing and administering the Trust, the Board of Trustees shall promptly use the funds available in this Trust to provide Dental care, Medical care, and related care to the employees covered by the said collective bargaining agreements, their families and dependents, as the Board, in its discretion, shall deem most beneficial, desirable, and advantageous to said employees and their dependents. Said benefits shall bear a reasonably close relationship to the payments made into the Trust with respect to the work of the employee involved. The detailed basis on which such benefits are to be paid shall be set forth in writing.

SECTION 6. The Board of Trustees shall have power to enter into such contracts and procure such insurance policies as it may deem necessary or desirable to carry out the terms of the trust, and to terminate, modify or renew any such contracts or policies. Any such contract may be executed in the name of the Trust, and any such policy may be procured in such name. No such contract or policy shall extend beyond the expiration date of this agreement nor shall any such contract or policy call for the payment of any sums in excess of the moneys available in the Trust.

SECTION 7. Subject to terms and provisions of this Trust Agreement, the Board of Trustees shall have the power finally to decide:

(a) All questions relating to the eligibility of employees, their families and dependents to participate in the Dental and Medical Plans.

(b) The amount and kinds of payments to persons entitled to benefits and the rights of such persons with respect to the Dental and Medical Plans and this Trust.

(c) Similar or related questions arising in connection with the administration of the Trust and the Dental and Medical Plans. All decisions of the Board with respect to benefits shall be consistent as to all those similarly situated. No decision shall be made which is

discriminatory under the provisions of the Internal Revenue Code or under any other law or regulation.

SECTION 8. The Trustees shall procure fidelity bonds required by applicable law and other insurance covering claims against the Trust based upon conduct of any Trustee, Trust employee, or agent, or anyone providing services to the Trust. Such insurance shall provide for recourse against any person for whose conduct the Trust may be liable, in accordance with the Employee Retirement Income Security Act of 1974. Nothing herein shall be construed to prohibit any Trustee or other person in a fiduciary relationship under the Trust from purchasing insurance to cover liability for his own account, or a union or employee from purchasing insurance to cover liability of one or more persons who serve in a fiduciary capacity under the Trust.

SECTION 9.

(a) The Board of Trustees shall have power to draw checks, drafts, vouchers, or other withdrawals from the Trustees' special Administrative Fund, there shall be four (4) authorized signatories to the Trustees' Special Administrative Trust's checking account, two (2) representing the Union and two (2) representing the Employers for any withdrawals. Two (2) authorized signatures shall be required for any withdrawal, one (1) to be a Union Trustee and one (1) by an Employer Trustee, except as set forth at Article III, Section 9(b), below.

(b) The Board of Trustees may authorize the Administrator to sign checks drawn on the Trust's account for payments for premiums, to insurance companies, and for authorized administrative fees authorized to be paid by the Trust.

SECTION 10. The Board of Trustees shall maintain suitable and adequate records of and for the administration of the Trust and the Dental and Medical Plans. The Board may require the Employers, an individual Employer, the Union, any individual employee or any other beneficiary under the Dental and Medical Plans to submit to it any information, data, report or documents reasonably relevant and suitable for the purposes of such administration. The parties agree that they will use their best efforts to secure compliance with any reasonable request of the Board for any such information, data, report or documents.

SECTION 11. The books of account and records of the Board of Trustees, including the books of account and records pertaining to the Trust, shall be audited at least once each year by a qualified certified public accountant to be selected by the Board. The Board shall also make all other reports required by law. A statement of the results of the annual audit shall be available for inspection by interested persons at the principal office of the Trust and at such other suitable place as the Board may designate from time to time.

SECTION 12. The Board of Trustees shall have the power, at its discretion, to inspect at

reasonable times during the term of this Agreement the employment records of each individual Employer when and to the extent necessary to the administration of these plans and to demand from each Employer monthly a report of the names and addresses of current employees. The Board of Trustees shall have the power to require all contributions to be made and premiums paid by a date certain each month. The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust is essential to the maintenance of the Trust, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Trust which would result from the failure of the Employer to pay his contributions in full within the time provided. Therefore, if the Employer fails to make the proper contributions on time and in the manner specified, the Trustees may assess certain additional amounts which shall become due and payable to the Trust by the Employer as liquidated damages and not as a penalty, and shall be in addition to the required contribution. The Employer will be charged liquidated damages equal to 1% of the contribution if payment is made within 10 days after the due date; the Employer will be charged liquidated damages equal to 10% of the contribution for any later payment. The Trustees shall forgive one delinquency within any twelve months period.

SECTION 13. The Board of Trustees shall have power, at its discretion, to construe the provisions of this Trust Agreement and the terms used herein, and any construction adopted by the Trustees in good faith shall be binding upon all parties concerned. The Trustees shall have the duty and authority to interpret and administer the rules of eligibility contained herein and to ascertain which of these rules apply to any particular case.

ARTICLE IV

PROCEDURE OF BOARD OF TRUSTEES

SECTION 1. The Board of Trustees shall determine the time and place for regular periodic meetings of the Board. Either the Chairman or the Secretary, or any two (2) members of the Board, may call a special meeting of the Board by giving written notice to all other Trustees of the time and place of such meeting at least five (5) days before the date set for the meeting. Any such notice of special meeting shall be sufficient if sent by ordinary mail or by wire addressed to the Trustee at his address as shown in the records of the Board. Any meeting at which all Trustees are present or concerning which all Trustees have waived notice in writing (which waiver may be executed before, during or after such meeting), shall be a valid meeting without the giving of any notice.

SECTION 2. The Board shall appoint a Secretary who shall keep full and complete records or minutes of all meetings, proceedings and acts of the Board.

SECTION 3. To constitute a quorum at any regular or special meeting of the Board, there must be present at least two (2) Employer Trustees and two (2) Union Trustees. In the determination of any matter coming before the Board for consideration, the Employer Trustees shall have one (1) vote, as a group or unit and not otherwise, and the Union Trustees shall have one (1) vote, as a group or unit and not otherwise. The vote of each group or unit shall be controlled by a majority within such group or unit.

SECTION 4. All meetings of the Board shall be held at the principal office of the Trust unless another place is designated from time to time by the Board.

SECTION 5. Upon any matter which may properly come before the Board of Trustees, the Board may act in writing without a meeting, provided a majority of the Union Trustees and a majority of the Employer Trustees votes in favor of such action.

SECTION 6. No Trustee who is a participant in the Dental and Medical Plans shall be allowed to vote on any question relating specifically to himself except when it relates to benefits generally.

SECTION 7. Should the Trustees reach a deadlock on any matter subject to their determination, they shall select a neutral person to act as an impartial umpire to decide the controversy. If the Trustees fail to agree upon an impartial arbitrator within a reasonable length of time, any one or more of said Trustees may petition the United States District Court for the district where the Trust has its principal office for appointment of such impartial umpire.

ARTICLE V

THIRD PARTIES DEALING WITH TRUSTEES

SECTION 1. No party dealing with the Trustees, or any of them, shall be obligated to see to the application of any moneys or property of the Trust, or to see that the terms of this Agreement have been complied with, or to inquire as to the necessity of expediency of any act of the Trustees. Every instrument executed by the Board of Trustees or by its direction shall be conclusive in favor of every person who relies on it, that (a) at the time of the delivery of the instrument this Trust Agreement was in full force and effect, (b) the instrument was executed in accordance with the terms and conditions of this Agreement, and (c) the Board was duly authorized to execute the instrument or direct its execution.

ARTICLE VILIABILITY OF TRUSTEES

SECTION 1. Each of the Trustees shall be protected in acting upon any paper or document believed by him to be genuine and to have been made, executed or delivered by the proper parties purporting to have made, executed or delivered the same, and shall be protected in relying and acting upon the opinion of legal counsel in connection with any matter pertaining to administration or execution of this Trust, subject to the applicable standard of judgment and care as set forth in the Employee Retirement Income Security Act of 1974.

SECTION 2. The Trustees may rely upon an instrument in writing purporting to have been signed by, or upon telegrams purporting to have been transmitted by, the number of Trustees as set forth in Article IV, Section 5, as conclusive evidence of the fact that the Trustees have duly taken the action stated to have been taken in such instrument or telegram, subject to the applicable standard of judgment and care, as set forth in the Employee Retirement Income Security Act of 1974.

SECTION 3. No Trustee shall be personally responsible for any liability or debts of the Trust contracted by the Trustees, or for the non-fulfillment of contracts, subject to the provisions of the Employee Retirement Income Security Act of 1974 which prescribe the fiduciary responsibilities of Trustees. Nothing in the Trust Agreement or in any plan or contract entered into hereunder shall be construed to broaden the personal liability of any Trustee or any other person in the position of a fiduciary under this Trust beyond the scope of liability applicable to fiduciaries as provided in the Employee Retirement Income Security Act of 1974.

SECTION 4. The Trustees may consult legal counsel concerning any question which may arise with reference to their duties or powers, or with reference to any other matter pertaining to this agreement, or to the Trust hereby established.

SECTION 5. Neither the Employers, the individual employees, or the Unions, shall be responsible or liable for:

- (a) The validity of this Trust Agreement or the Dental and Medical Plans.
- (b) The form, validity, sufficiency, or effect of any contract or policy for the Dental and Medical Plans benefits which may be entered into.
- (c) The failure or omission for any reason to pay any benefits under the Dental and Medical Plans.
- (d) Any delay occasioned by any restriction or provision in this Trust

Agreement, the Dental and Medical Plans, the rules and regulations of the Board of Trustees issued hereunder, any contract or policy procured in the course of the administration of the Trust, or by any other proper procedure in such administration.

(e) The making or retention of any deposit or investment of the Trust, or any portion thereof, or the disposition of any such investment, or for any loss or diminution of the Trust.

SECTION 6. Neither the Employers, any association or individual Employer represented by any Employer representative, nor the unions, any association or individual union shall be liable in any respect for any of the obligations of the Trustees because such Trustees are in any way associated with any such Employer, association, individual Employer, or Union, it being understood that each of the Trustees acts as a representative in a statutory sense only and not as agent of any person, firm, corporation, or organization.

SECTION 7. The Trustees shall serve without compensation from the Trust. The Trustees may be reimbursed out of the Trust for expenditures properly and actually incurred by them in attending meetings or in the performance of any other duty or act pursuant to this Agreement.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. Except in respect to making contributions to the Trust as provided in the collective bargaining agreement, the rights and duties of all parties, including the Employer, the individual Employers, the Union, individual employees and their dependents, and the Trustees shall be governed by the provisions of this Agreement and any insurance policies or contracts procured or executed pursuant to this Agreement.

SECTION 2. No interested person may bring any action in any court on any matter arising out of this Agreement, the determination of which is otherwise provided for herein, until the appeal procedure provided in this Agreement shall have been exhausted and a decision is made with respect to such matter. Any action and/or decision by the Trustees may be appealed by sending a written notice of appeal, which includes a description of the action and/or decision appealed, and the grounds for the appeal, to the Administrator, within sixty (60) days of the action and/or decision which is the subject of the appeal. The Board of Trustees, or any such committee as the Board may appoint shall decide such appeals within one hundred twenty (120) days.

SECTION 3. Any notice required to be given under the terms of this Agreement shall be deemed to have been duly served if delivered personally to the person to be notified in writing, or if mailed in a sealed envelope, postage prepaid, to such person at his last known address.

SECTION 4. This Agreement shall be binding upon the successors and assigns of the member unions and individual employees who are party hereto, the Union, and the Trustees.

SECTION 5. All questions pertaining to this Agreement, the Trust or the Dental and Medical Plans, and their validity, administration and construction shall be determined in accordance with the laws of the State of California and with any pertinent laws of the United States.

SECTION 6. If any provision of this Trust Agreement, the Dental and Medical Plans, the rules and regulations made pursuant thereto, or any step in the administration of the Trust, or the Dental and Medical Plans, is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Agreement, the Plans or the rules and regulations, unless such illegality or invalidity prevents accomplishments of the objectives and purposes of the Agreement and the Plans. In the event of any such holding, the appropriate parties will adopt a valid provision to take the place of the provision declared illegal or invalid.

SECTION 7. The parties are entering into this Trust Agreement, and the payments into the Trust are being made by individual Employers, upon the condition and understanding that all payments made by the individual employees into the Trust are and will continue to be legally deductible and allowable as business expenses for tax and other purposes, and that the same are not taxable to the employees concerned as compensation. The Board of Trustees may submit this Agreement and the plans of operation hereunder to the Internal Revenue Service, and to any other Federal or State agencies they may deem appropriate for a ruling or rulings with regard to such questions. In the event that it is determined by any appropriate agency or court, or in the event that any applicable law, regulation, ruling or policy provides, that such payments are not so deductible or allowable, or are taxable to the employees, then either party may reopen this Agreement and the collective bargaining agreement, upon ten (10) days' written notice to the other party, for the negotiation of any amendment or modification to said agreements as may be necessary to accomplish the objective herein stated.

SECTION 8. Individual Employers shall be solely responsible for administering so-called "COBRA" continuation coverage, and shall identify all individuals eligible for such coverage and shall provide all legally required notices concerning such coverage. As a condition of participation in this Trust, each individual Employer shall also assume full and sole responsibility for providing COBRA benefits for all qualified beneficiaries in the event said

individual Employer ceases contributing to the Trust. Each individual Employer shall indemnify the Trust and its Trustees and Contract Administrator, and its and their agents and representatives for any liability, including any tax liability under IRC Section 4980B, arising from or related to said Employer's failure to provide required notices in accordance with this paragraph.

ARTICLE VIII

ADDITIONAL PARTIES TO TRUST

SECTION 1. Any individual Employer who is obligated by an agreement to make contributions into the Trust, shall become a party to this Agreement by executing a participation agreement approved and accepted by the Board of Trustees.

SECTION 2. Upon becoming a party to this Agreement, any such individual Employer assumes all of the obligations imposed by this Agreement upon the individual Employer, is entitled to all rights under the Agreement, and is otherwise subject to it in all respects.

ARTICLE IX

EFFECTIVE DATE, AMENDMENT, AND TERMINATION

SECTION 1. The provisions of this Agreement may be amended at any time by an instrument in writing executed by the Trustees provided that no amendment shall alter the purpose of the Trust to provide benefits to eligible employees and their beneficiaries or divert funds to any use other than for the exclusive benefit of eligible employees or their beneficiaries or by the legitimate costs of this Trust.

SECTION 2. The Employers and the Union shall have the right at any time by an instrument in writing duly signed and delivered to the Trustees to modify, alter or amend this agreement in whole or in part for the purpose of carrying the express provisions of the Plans or providing insurance for the eligible employees designated herein; provided, however that the duties, powers and liabilities of the Trustees hereunder shall not be substantially increased or altered without their written consent.

SECTION 3. No person, union, association, corporation, partnership, Employer or employee, other than the Trustees herein, shall have any right, title or interest in or to the Trust Estate or any part thereof. Upon the termination of this Agreement or Plans, the Trustees, after accounting for any and all funds and property remaining in the Trust Estate, and after the payment of or adequate provisions for all liabilities relating to or affecting this Trust, shall use

the balance of the funds remaining on hand in the Trust Estate for the purpose of continuing the Plans, at the time of the termination of this Trust or the collective bargaining agreement above referred to, until such funds shall have been exhausted.

SECTION 4. The provisions of this Agreement shall become effective upon its execution. In no event shall the Trust established by this Agreement continue for a longer period than is permitted by the laws against perpetuities, or any other applicable law.

Executed the day and year first above written.

Union Trustees

De Rivera

David Bullock

Shirley Wau

May Ann Fuley

[Signature]
Ralph [Signature]

Employer Trustees

John G. Malley

[Signature]

Mellon

Stacyl. Labovoy

[Signature]

HEALTH CARE EMPLOYEES/EMPLOYER DENTAL AND MEDICAL TRUST

Amendment 1


Pursuant to the authority set forth in Article IX of the Trust Agreement, the Trustees hereby amend the Trust Agreement as follows:

In Article II, a new Section 8 is added to read:

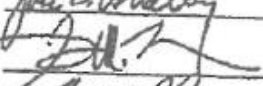
SECTION 8. Trustees shall be reimbursed by the Trust for actual and reasonable expenditures incurred in the conduct of Trust business.

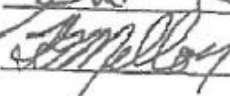
Executed on May 16, 1998 at Monterey, California.

EMPLOYER TRUSTEES

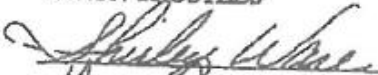


John E. Donnelly





UNION TRUSTEES



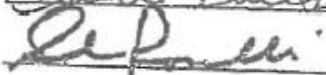
Shirley [unclear]

Mary Ann [unclear]

Mary Ann [unclear]

Neil Bullard

Neil Bullard



HEALTH CARE EMPLOYEES/EMPLOYER DENTAL AND MEDICAL TRUST

Amendment 2

Pursuant to the authority set forth in Article IX of the Trust Agreement, the Trustees hereby amend the Trust Agreement as follows:

In Article III, Section I is revised to read:

SECTION 1. The Board of Trustees through its designated administrator, shall have the power to establish and maintain a Dental and Medical Plans and a life insurance program for the sole and exclusive benefit of the employees covered by the collective bargaining agreements, their families and dependents, or upon approval of the Board, of such employees, families and dependents jointly with the employees of other Employers making similar payments into the Trust and their families and dependents. The Board shall have all general and incidental powers and duties appropriate to the performance of such functions, including, without limitation, the powers and duties listed in the following sections.

Adopted at Las Vegas on this 12 day of October, 1998.

EMPLOYER TRUSTEES

Henry C. Habuney
Frank Mellon
John E. O'Malley
[Signature]

UNION TRUSTEES

[Signature]
Raymond [Signature]

HEALTH CARE EMPLOYEES/EMPLOYER DENTAL AND MEDICAL TRUST

Amendment 3

Pursuant to the authority set forth in Article IX of the Trust Agreement, the Trustees hereby amend the Trust Agreement as follows:

In Article III, Section 12, the last two sentences are revised to read:

The Employer will be charged liquidated damages equal to 1% of the contribution if payment is made within 15 days after the due date; the Employer will be charged liquidated damages equal to 10% of the contribution for any later payment. The Trustees shall forgive one delinquency within any twelve months period.

Adopted at Oakland, CA on this 14th day of May, 1999.

EMPLOYER TRUSTEES

John P. Ormelby
Stephen C. Labounty
John P. Ormelby
Joseph A. Carter

UNION TRUSTEES

Debra R. ...
David J. ...
...
...

EXHIBIT D – GROUP PARTICIPATION AGREEMENT

HEALTH CARE EMPLOYEES/EMPLOYER DENTAL AND MEDICAL TRUST GROUP APPLICATION AND PARTICIPATION AGREEMENT

| I. EMPLOYER INFORMATION | | | | | |
|--|--|--|--|----------|--|
| Company Name: | SAN BERNARDINO COUNTY IHSS PUBLIC AUTHORITY | | | | |
| Address: | 784 E HOSPITALITY LN, SAN BERNARDINO, CA 92415 | | | | |
| Mailing Address (if different): | | | | | |
| Nature of Business: | In Home Support Services | Tax ID# | | | |
| Union: | SEIU LOCAL 2015 | | | | |
| Facility Owner: | N/A | | | | |
| Management Company: | N/A | | | | |
| Date of Expiration of current Bargaining Agreement: | | | | | |
| Total Number of Employees: | VARIES | Ineligible Employees: | VARIES | | |
| Employees Enrolled in other program (if applicable): | N/A | | | | |
| Do you have Workers' Compensation Insurance? | Yes | X | No | | |
| If 'yes', what insurance company? | InterCare | | | | |
| Is this plan intended to replace existing coverage? | Yes | | No | X | |
| Carrier Name: | | If 'yes', please attach a copy of complete policy or certificate, last months billing statement and summary of benefits. | | | |
| Do you cover Domestic Partners: | Yes | | No | X | |
| GROUP CONTACTS: | | | | | |
| Administrator: | ROSA HIDALGO | Phone: | 909-891-9103 | | |
| | | Fax: | (909)-891-9130 | | |
| | | Email: | rhidalgo@hss.sbcounty.gov | | |
| Eligibility Contact: | Romina Price | Phone: | 909-891-9132 | | |
| | | Fax: | (909)-347-6574 | | |
| | | Email: | Romina.Price@hss.sbcounty.gov | | |
| Billing Contact: | Myette Christian | Phone: | 909-891-9108 | | |
| | | Fax: | (909)-347-6574 | | |
| | | Email: | Myette.Christian@hss.sbcounty.gov | | |
| ELIGIBILITY RULES: | Eligibility verification should be submitted prior to the 10 th of the month. | | | | |

HEALTH CARE EMPLOYEES/EMPLOYER DENTAL AND MEDICAL TRUST GROUP APPLICATION AND PARTICIPATION AGREEMENT

II. MEDICAL COVERAGE. If you are applying for medical coverage, please complete this Section and Read, then sign the Signature Page of Section V of this application.

| | | | | | | |
|---|----------------------------------|--|-----------------------------------|-----------------------------------|-----------------------------------|--|
| BENEFIT(S) BEING APPLIED FOR: | | | | | | |
| Proposed Effective Date: | | 1/1/2023 | | Renewal Date: | | 1/1/2024 |
| PLAN: | | GROUP NUMBER: | | MONTHLY RATES: | | |
| Kaiser Permanente | | 231670-00 | | \$664.17 | | |
| Blue Shield | | W0073053 | | \$762.15 | | |
| EMPLOYER CONTRIBUTIONS: (See CBA/MOU) | | | | | | |
| Employee: | | \$60 Per Month Employee Contribution | | Dependent: | | N/A |
| NEW HIRE ELIGIBILITY: 1st day of the calendar month coinciding with or next following: | | | | | | |
| Minimum hours per week for Employee to qualify: N/A | | | | | | |
| <input type="checkbox"/> 30 days | | <input type="checkbox"/> 60 days | | <input type="checkbox"/> 90 days | | <input checked="" type="checkbox"/> Other: 80 HOURS PER MONTH FOR 2 CONSECUTIVE MONTHS |
| (Please provide, with this application, a copy of that portion of the employee handbook or collective bargaining agreement in which the eligibility specifications are set forth.) | | | | | | |
| REHIRE ELIGIBILITY: 1st day of the calendar month coinciding with or next following: | | | | | | |
| <input type="checkbox"/> 30 days | | <input type="checkbox"/> 60 days | | <input type="checkbox"/> 90 days | | <input checked="" type="checkbox"/> Other: 80 HOURS PER MONTH FOR 2 CONSECUTIVE MONTHS |
| PART-TIME TO FULL-TIME: 1st day of the calendar month coinciding with or next following: | | | | | | |
| <input type="checkbox"/> 30 days | | <input type="checkbox"/> 60 days | | <input type="checkbox"/> 90 days | | <input checked="" type="checkbox"/> Other: 80 HOURS PER MONTH FOR 2 CONSECUTIVE MONTHS |
| LEAVE OF ABSENCE: | | | | | | |
| A. Employees are eligible to continue group coverage for a MAXIMUM 6 MONTHS (or as otherwise bargained for by both parties) while on an employer approved temporary personal leave of absence: | | | | | | |
| <input type="checkbox"/> None | <input type="checkbox"/> 1 month | <input checked="" type="checkbox"/> 2 months | <input type="checkbox"/> 3 months | <input type="checkbox"/> 4 months | <input type="checkbox"/> 5 months | <input type="checkbox"/> 6 months |
| B. Employees are eligible to continue group coverage for a MAXIMUM 6 MONTHS (or as otherwise bargained for by both parties) while on an employer approved temporary medical leave of absence: | | | | | | |
| <input type="checkbox"/> None | <input type="checkbox"/> 1 month | <input checked="" type="checkbox"/> 2 months | <input type="checkbox"/> 3 months | <input type="checkbox"/> 4 months | <input type="checkbox"/> 5 months | <input type="checkbox"/> 6 months |
| TERMINATIONS/WAIVERS: An employee who chooses to waive/terminate medical coverage, will not have the right to enroll for benefits again until the next open enrollment period with the exception of a change in life status. | | | | | | |

HEALTH CARE EMPLOYEES/EMPLOYER DENTAL AND MEDICAL TRUST GROUP APPLICATION AND PARTICIPATION AGREEMENT

III. DENTAL COVERAGE. If you are applying for dental coverage, please complete this section and Read, then sign the Signature Page of Section V of this application.

| | | | | | | | |
|---|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|---|
| BENEFIT(S) BEING APPLIED FOR: | | | | | | | |
| Proposed Effective Date: | | N/A | | Renewal Date: | | N/A | |
| <u>PLAN:</u> | | <u>GROUP NUMBER:</u> | | <u>MONTHLY RATES:</u> | | | |
| Delta Dental | | | | | | | |
| Delta Care USA | | | | | | | |
| EMPLOYER CONTRIBUTIONS: (See CBA/MOU) | | | | | | | |
| Employee: | \$ | or | % | Dependent: | \$ | or | % |
| NEW HIRE ELIGIBILITY: 1st day of the calendar month coinciding with or next following: | | | | | | | |
| Minimum hours per week for Employee to qualify: | | | | | | | |
| Waiting Period for new employees shall be 1 st day of the calendar month coinciding with or next following: | | | | | | | |
| <input type="checkbox"/> 30 days | <input type="checkbox"/> 60 days | <input type="checkbox"/> 90 days | <input type="checkbox"/> Other: | | | | |
| (Please provide, with this application, a copy of that portion of the employee handbook or collective bargaining agreement in which the eligibility specifications are set forth.) | | | | | | | |
| REHIRE ELIGIBILITY: 1st day of the calendar month coinciding with or next following: | | | | | | | |
| <input type="checkbox"/> 30 days | <input type="checkbox"/> 60 days | <input type="checkbox"/> 90 days | <input type="checkbox"/> Other: | | | | |
| PART-TIME TO FULL-TIME: 1st day of the calendar month coinciding with or next following: | | | | | | | |
| <input type="checkbox"/> 30 days | <input type="checkbox"/> 60 days | <input type="checkbox"/> 90 days | <input type="checkbox"/> Other: | | | | |
| LEAVE OF ABSENCE: | | | | | | | |
| A. Employees are eligible to continue group coverage for a MAXIMUM 6 MONTHS (or as otherwise bargained for by both parties) while on an employer approved temporary personal leave of absence: | | | | | | | |
| <input type="checkbox"/> None | <input type="checkbox"/> 1 month | <input type="checkbox"/> 2 months | <input type="checkbox"/> 3 months | <input type="checkbox"/> 4 months | <input type="checkbox"/> 5 months | <input type="checkbox"/> 6 months | |
| B. Employees are eligible to continue group coverage for a MAXIMUM 6 MONTHS (or as otherwise bargained for by both parties) while on an employer approved temporary medical leave of absence: | | | | | | | |
| <input type="checkbox"/> None | <input type="checkbox"/> 1 month | <input type="checkbox"/> 2 months | <input type="checkbox"/> 3 months | <input type="checkbox"/> 4 months | <input type="checkbox"/> 5 months | <input type="checkbox"/> 6 months | |
| TERMINATIONS/WAIVERS: An employee, who chooses to waive initial dental coverage, will not have the right to enroll for benefits again until the next open enrollment period with the exception of a change in life status. If an employee cancels current coverage for themselves or their dependents, they will not be able to re-enroll in the dental plan until the "Open Enrollment Period" which occurs at LEAST one year after the date of the cancellation of coverage with the exception of a change in life status. | | | | | | | |

**HEALTH CARE EMPLOYEES/EMPLOYER DENTAL AND MEDICAL
TRUST GROUP APPLICATION AND PARTICIPATION AGREEMENT**

IV. RELIANCE LIFE. If you are applying for group life coverage, please complete the separate Reliance Life Participating Employer Agreement and Read, then sign the Signature Page of Section V of this application.

V. PARTICIPATION AGREEMENT.

1. The undersigned Employer hereby certifies that all information herein or shown on any attached pages is correct and complete to the best of its knowledge. Employer requests approval as a participating employer of the Trust.
2. Employer agrees to be bound by all the terms and conditions of the Health Care Employees/Employer Dental and Medical Trust Agreement and any future amendments, and by other rules and regulations adopted by the Trustees.
3. Eligibility is determined by the collective bargaining agreement between Employer and the applicable labor union.
4. With the permission of the Trustees, Employer may elect to make contributions to the Trust for employees who are not covered by a collective bargaining agreement. Employer understands and agrees that such contributions are subject to the Trust Agreement, any future amendments, and any rules and regulations adopted by the Trustees. The Trustees reserve the right to reject applications for non-bargaining unit employee coverage.
5. The Trustees may, at their sole option, terminate Trust coverage for non-bargaining unit employees at any time without cause and without terminating coverage for bargaining unit employees.
6. Employer hereby agrees to make available to the Trustees or their agents upon reasonable notice all books, records and papers necessary to conduct an audit to verify that the required contributions for covered employees have been made.
7. Employer acknowledges and accepts that the contributions include administrative fees paid to the Trust Administrator.
8. Employer shall pay contributions to the Trust at the time and in the manner prescribed by the Trustees. Under the present Trust rules, contributions for medical coverage are to be paid monthly and must be postmarked by the twenty-fifth (25th) day of the month prior to the coverage month. Contributions for dental coverage are to be paid monthly and must be postmarked by the fifteenth (15th) day of the coverage month. Employer understands and agrees that the Trust has no obligation to provide coverage for the Employer's employees unless the full contribution has been received.
9. The contribution rate for each bargaining unit employee is established by the employer's collective bargaining agreement. The contribution required for each non-bargaining unit employee is the same as that for bargaining unit employees. The employer shall make its contributions in strict compliance with all applicable requirements.
10. If Employer fails to make the proper contributions on time and in the manner specified, the Employer will be charged liquidated damages equal to 5% of the contribution if payment is not made by the delinquent date. The Trustees may forgive one delinquency within any twelve months period.
11. In the event Employer is required to terminate coverage prior to the renewal date, Employer shall notify the Trust in writing at least sixty (60) days prior to the first (1st) day of the month in which coverage is to terminate. If Employer terminates coverage for non-bargaining unit employees, this coverage cannot be reinstated at a later date without approval by the full Board of Trustees.
12. Employer shall be solely responsible for administering so-called "COBRA" and "CAL-COBRA" continuation coverage, and any other continuation coverage as may be required by law, and agrees to identify all individuals eligible for such coverage and to provide all legally required notices concerning such coverage. Employer shall indemnify the Trust and its Trustees and Contract Administrator, and their agents and representatives for any liability, including any tax liability under Section 4980B of the Internal Revenue Code (IRC), arising from or related to Employer's failure to provide continuation coverage and required notices in accordance with this paragraph.
13. The Trustees require as a condition of participation that Employer assume full responsibility for providing so-called "COBRA" and "CAL-COBRA" coverage, and any other continuation coverage as may be required by law, in the

HEALTH CARE EMPLOYEES/EMPLOYER DENTAL AND MEDICAL TRUST GROUP APPLICATION AND PARTICIPATION AGREEMENT

event Employer ceases contributing to the Trust for its active employees. Employer hereby agrees that if it ceases to make contributions to the Trust at any time for any reason, it shall have full responsibility to provide continuation coverage as described in IRC Section 4980B(f) for all individuals who are eligible for such coverage ("qualified beneficiaries"). This responsibility shall become effective on the first day of the month following the last month in which Employer's active employees are eligible for coverage under the Trust, and shall apply to all persons who are qualified beneficiaries on or after that date, including qualified beneficiaries who commenced purchasing continuation coverage under the Trust prior to Employer's cessation of contributions. Employer shall indemnify the Trust and its Trustees and Contract Administrator, and their agents and representatives for any liability, including any tax liability under IRC Section 4980B, arising from or related to Employer's failure to provide continuation coverage in accordance with this paragraph.

- 14. The Trustees require as a condition of participation that the Employer take all responsibility for fulfilling any and all legal obligations and ancillary reporting duties as may exist according to both State and Federal laws with respect to providing benefits to domestic partners. Employer expressly agrees to take all necessary steps to fulfill all legal requirements in this regard, including providing notice to participants and beneficiaries of their rights and obligations with respect to obtaining benefits for domestic partners, reporting any and all such benefits to the extent required by State and Federal law, and providing notice to any governmental agencies as may be necessary, and making any and all deductions from participants' incomes as may be required by Federal and/or State law. These duties shall be the exclusive responsibility of the Employer, and the Trust shall not accept any responsibility with respect to these matters.
- 15. This agreement is intended to satisfy the requirement set forth in Section 302© of the Taft-Hartley Act, 29 U.S.C. 186© that all contributions to this Trust be made pursuant to a written agreement. By signing this agreement, Employer acknowledges the existence of an obligation enforceable in the United States District Court to make contributions for the bargaining unit and any non-bargaining unit employees herein described during the term of this participation agreement.

Dated at _____ this _____ day of _____, 20 _____,

Authorized Signature of Employer

Title

Approved on behalf of the Health Care Employees/Employer Dental and Medical Trust

BY: _____ Date: _____

BY: _____ Date: _____