

EATING DISORDERS

WHEREAS, Inland Empire Health Plan (“MCP”) and San Bernardino County Department of Behavioral Health (“MHP/DMC-ODS”) are Parties to a Memorandum of Understanding (“MOU”) effective January 1, 2024;

WHEREAS, the Parties have a mutual desire to provide medically and clinically appropriate health services to MCP members and MHP clients, identified as having a severe eating disorder.

WHEREAS, the Parties desire to add this Addendum (ADDENDUM) to the MOU to delineate the responsibilities of MCP and MHP/DMC-ODS for the eating disorder scope;

WHEREAS, this Addendum shall be effective January 1, 2024; and

NOW, THEREFORE, the Parties agree to incorporate this ADDENDUM into the MOU as follows:

EATING DISORDERS

I. INTRODUCTION

For the purpose of this ADDENDUM, a severe eating disorder is one that requires consideration of a higher level of care to manage the eating disorder than either MHP or MCP can reasonably provide treatment via their respective outpatient provider networks. MCP is responsible for primary health services to Medi-Cal recipients who have selected MCP as their managed care plan, while MHP is responsible for providing Specialty Mental Health Services to eligible Medi-Cal beneficiaries.

MCP and MHP mutually agree to put forth their best efforts and reasonable diligence in the determination and treatment of members/clients identified as having a severe eating disorder. MCP and MHP mutually agree to establish satisfactory methods for problem resolution in the quickest possible manner, which is also in the best interest of the mutual member/client. MCP and MHP agree to resolve issues at the lowest possible level, before implementing the problem resolution clause indicated in this ADDENDUM.

MCP and MHP agree that the following treatment services for eating disorders are not generally covered by Medi-Cal:

- specialized inpatient eating disorders units,
- residential treatment centers,
- partial hospitalization programs, and/or
- intensive outpatient programs.

II. DEFINITIONS

A. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – A federal law designed to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify

the administration of health insurance, and for other purposes.

- B. MEMBER – shall mean each Individual who is a MCP Medi-Cal beneficiary and eligible to receive services from MHP.
- C. PERSONALLY IDENTIFIABLE INFORMATION (PII) – PII is information that can be used alone or in conjunction with other personal or identifying information, which is linked or linkable to a specific individual. This includes name, social security number, date of birth, address, driver’s license, photo identification, other identifying number (case number, client index number, County’s billing and transactional database system number /medical record number, etc.).
- D. PROTECTED HEALTH INFORMATION (PHI) – PHI is individually identifiable health information held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral. Individually identifiable information is information, including demographic data, that relates to the individual’s past, present or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and identifies the individual or for which there is reasonable basis to believe it can be used to identify the individual. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); in employment records held by a covered entity in its role as employer; and regarding a person who has been deceased for more than fifty (50) years.
- E. SEVERE EATING DISORDER - a severe eating disorder is one that is listed in the relevant section of DSM-5-TR (and any subsequent updates/revisions), is diagnosed by a licensed health care professional, and requires consideration of a higher level of care to manage the eating disorder than either MHP or MCP can reasonably provide treatment via their respective outpatient provider networks

III. MHP SPECIFIC RESPONSIBILITIES

- A. MHP shall notify MCP of any MCP Medi-Cal members identified as having a severe eating disorder, so both parties can engage in care collaboration and payment discussions for specialized eating disorders treatment services not covered by Medi-Cal. Both parties will engage in the decision-making process within State mandated timeframes, which excludes weekends or holidays. The decision will be made before providing payment approval for specialized eating disorders treatment services. MHP and MCP will utilize a mutually agreed upon process to notify each other.
 - 1. MHP shall provide MCP with written notification to indicate agreement and/or disagreement with the request. If MHP disagrees with the requested level of treatment, notification to MCP will be provided within two (2) business days of MHP receiving the request/referral. If MCP does not hear from MHP within those two (2) business days,

agreement on approval is assumed. If MHP and MCP disagree on whether to approve or deny a request, they will work in good faith to confer in a timely manner, to try and reach a resolution. If resolution cannot be achieved, MHP and MCP will follow the dispute resolution process described in Section X of this document.

2. MHP agrees to consider retroactive payment approval after a client's admission to specialized eating disorders programs, if MCP provides a payment approval without MHP's prior approval, only in exceptional circumstances, such as when a client's condition as a result of their eating disorder requires imminent admission to a higher level of care to prevent serious risk of harm or death to the HEALTH PLAN member.
- B. Should MCP fail to notify MHP AND fail to obtain MHP's approval for the proposed level of treatment within five (5) business days from MCP's receipt of notification, both the MHP and MCP will follow the dispute resolution process contained in Section X of this document. MHP and MCP agree to utilize mutually agreed upon methods to transmit the eating disorder requests that ensure compliance with the timely notification and response. MHP shall offer an assessment to every member approved for specialized eating disorder treatment services, enroll members in appropriate MHP specialty mental health services/programs (if not already enrolled), and maintain contact with the member and specialized eating disorders treatment providers to ensure case management and care coordination services.
 - C. MHP may raise quality of care issues to MCP related to assessment, care, and/or aftercare planning provided by any specialized eating disorder treatment service program which provides services to MCP Medi-Cal beneficiaries and where MHP has previously provided approval or is being asked to provide a new approval.
 - D. MHP shall be responsible to reimburse MCP for 50% of the specialized eating disorders treatment facility and professional services fees not covered by Medi-Cal, for MCP Medi-Cal members where MHP has provided prior approval to MCP for these services.
 - E. MHP will review MCP's monthly claim package (monthly report, summary page and UB04 Claim Forms) and shall remit payment within 60 business days from the receipt of claims package.
 - F. Ineligible/Excluded Persons
MHP shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs.
 1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
 - a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or

- b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
 2. MHP shall comply with the United States General Services Administration's System for Award Management (SAM) and ensure that Ineligible Persons are not employed or retained to provide services related to this agreement. MCP shall also comply with the OIG's List of Excluded Individuals/Entities (LEIE) and ensure that Ineligible Persons are not employed or retained to provide services related to this agreement. MHP shall conduct these reviews before hire or agreement start date and then no less than once a month thereafter.
 - a. SAM can be accessed at <http://www.sam.gov/portal/public/SAM>.
 - b. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.
 3. MHP shall review its eating disorder contractors, agents, and physicians for eligibility against the California Department of Health Care Services Suspended and Ineligible Provider (S&I) List to ensure that Ineligible Persons are not employed or retained to provide services related to this ADDENDUM. MHP shall conduct this review before hire or contract start date and then no less than once a month thereafter.
 - a. S&I List can be accessed at: <http://medi-cal.ca.gov/default.asp>.
 4. MHP shall certify that no eating disorder contractor is "excluded" or "suspended" from any federal health care program, federally funded contract, state health care program or state funded contract.
 5. MHP acknowledges that Ineligible Persons are precluded from providing Federal and State funded health care services by contract with MCP.
 6. If MHP subcontracts an excluded party, MCP has the right to withhold payments, disallow costs, or issue a corrective action plan, as appropriate pursuant to HSC Code 11817.8(h).

G.

IV. MCP SPECIFIC RESPONSIBILITIES

- A. MCP shall notify MHP of any MCP Medi-Cal members identified as having a severe eating disorder, so both parties can engage in service coordination and payment discussions for specialized eating disorders treatment services not covered by Medi-Cal. MCP shall include MHP in the decision-making process within two (2) business days of MCP receiving the request for services regarding the proposed treatment services and obtain the approval of MHP BEFORE providing payment approval for specialized eating disorders treatment services.

MCP will utilize the national care guidelines criteria to assist in authorization determination.

- B. MCP agrees and shall work with its specialized eating disorder treatment providers to facilitate a MHP assessment of every member approved for specialized eating disorders treatment services with the goal of enrolling members in appropriate MHP specialty mental health services/programs. MCP shall maintain contact with the member and specialized eating disorders treatment providers, to ensure ongoing case management and outpatient care coordination services.
 - 1. If MHP notifies MCP of disagreement with the MHP's authorization decision, MCP shall provide information regarding the logic and/or variable which support the request and make itself available so the agencies can problem solve. MCP shall provide this information to the extent that is feasible given the limitations imposed by the proprietary nature of utilized systems. This shall be done as soon as possible, but no later than five (5) business days after MHP notifies MCP of disagreement with the MHP's decision.
 - 2. MCP and MHP agree to utilize mutually agreed upon methods to transmit the eating disorder requests that ensure compliance with the timely notification.
- C. MCP will adjudicate facility and professional claims against pre-authorizations for specialized eating disorders treatment facility and professional service fees not covered by Medi-Cal. MCP shall reimburse the eating disorder treatment providers/agency (referred to as claimants) at 100% of the allowable amount.
- D. MCP shall send claims packets to MHP. MCP shall send claims packets to MHP by the 15th of the month following payment of the invoice to the specialized eating disorders treatment facility. The invoice shall include a cover letter, a summary report, and copies of claims images to MHP Fiscal contact requesting reimbursement at 50% of facility and professional fees as indicated in the claim's images and summary report. If the MHP is unable to locate the Eating Disorder Collaborative Complex Care Authorization Request form a copy will be expected from the MCP to process the invoice.

V. MCP GENERAL RESPONSIBILITIES

- A. Prohibited Affiliations
 - 1. MCP shall not knowingly have any prohibited type of relationship with the following providing eating disorder services:
 - a. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive

Order No. 12549 or under guidelines implementing Executive Order No. 12549 [42 C.F.R. § 438.610(a)(1)].

- b. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section [42 C.F.R. § 438.610(a)(2)].
2. MCP shall not have a prohibited type of relationship by contracting with eating disorder providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].
 3. MCP shall not have any contracted relationships related to eating disorders prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
 - a. A director, officer, agent, managing employee, or partner of MCP [42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1)].
 - b. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. [42 C.F.R. § 438.610(c)(2)].
 - c. A person with beneficial ownership of five percent (5%) or more of the MCP's equity [(42 C.F.R. § 438.610(c)(3)].
 - d. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].
 - e. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract [42 C.F.R. § 438.610(c)(4)].
 - f. MCP shall not contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. § 438.808(b)(3)].

B. Ineligible/Excluded Persons

MCP shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs.

7. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:

- a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
 - b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
8. MCP shall comply with the United States General Services Administration's System for Award Management (SAM) and ensure that Ineligible Persons are not employed or retained to provide services related to this agreement. MCP shall also comply with the OIG's List of Excluded Individuals/Entities (LEIE) and ensure that Ineligible Persons are not employed or retained to provide services related to this agreement. MCP shall conduct these reviews before hire or agreement start date and then no less than once a month thereafter.
- a. SAM can be accessed at <http://www.sam.gov/portal/public/SAM>.
 - b. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.
9. MCP shall review its eating disorder contractors, agents, and physicians for eligibility against the California Department of Health Care Services Suspended and Ineligible Provider (S&I) List to ensure that Ineligible Persons are not employed or retained to provide services related to this ADDENDUM. MCP shall conduct this review before hire or contract start date and then no less than once a month thereafter.
- a. S&I List can be accessed at: <http://medi-cal.ca.gov/default.asp>.
10. MCP shall certify that no eating disorder contractor is "excluded" or "suspended" from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (Attachment A) at time of the initial contract execution and annually thereafter. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

11. MCP acknowledges that Ineligible Persons are precluded from providing Federal and State funded health care services by contract with County.

12. If MCP subcontracts an excluded party, MHP has the right to withhold payments, disallow costs, or issue a corrective action plan, as appropriate pursuant to HSC Code 11817.8(h).
- C. MCP shall not engage in any unlawful discriminatory practices on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, or disability. MCP agree to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements.
- D. Privacy and Security
1. MCP shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and Code of Federal Regulations, Title 42, Part 2, as applicable. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).
 2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires MCP to adhere to the protection of personally identifiable information (PII) and Medi-Cal PII, and in accordance with 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and HIPAA Privacy and Security rules. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.
 3. Reporting of Improper Access, Use or Disclosure or Breach
MCP shall report to MHP Office of Compliance and MHP shall report to MCP any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than one (1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the MCP and MHP shall complete the following actions:
 - a. Provide the other party with the following information to include but not limited to:

- i. Date the potential breach occurred;
 - ii. Date the potential breach was discovered;
 - iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
 - iv. Number of potentially affected patients/clients; and
 - v. Description of how the potential breach allegedly occurred.
- b. Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.
- c. Provide completed risk assessment and investigation documentation to the other party within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:
 - i. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - ii. The unauthorized person who used PHI or to whom it was made;
 - iii. Whether the PHI was actually acquired or viewed; and
 - iv. The extent to which the risk to PHI has been mitigated.
- d. Parties are responsible for notifying the client and for any associated costs that are not reimbursable under this Contract if a breach has occurred. Parties must provide the client notification letter to each other for review and approval prior to sending to the affected client(s).
- e. Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices, and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

VI. MUTUAL RESPONSIBILITIES

- A. Both Parties agree to comply with all relevant Federal and State laws and regulations.
- B. Both Parties agree to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code Sections 5328 et seq. and 14100.2, Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations Part 2.

VII. INDEMNIFICATION AND INSURANCE

MCP shall, at its own expense, secure and maintain for the term of this Agreement, Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, unintentional and unauthorized release of private information, alteration of electronic information, extortion, and network security. As applicable, the policy may cover breach response cost as well as any regulatory fines and penalties.

VIII. COMPENSATION PROVISIONS

- A. The ADDENDUM shall be effective January 1, 2024, through December 31, 2026.
- B. Payment to MCP will be made pursuant to the compensation schedule below:

FY 2023-2024	January 1, 2024 - June 30, 2024	\$530,303
FY 2024-2025	July 1, 2024 - June 30, 2025	\$1,060,606
FY 2025-2026	July 1, 2025 - June 30, 2026	\$1,060,606
FY 2026-2027	July 1, 2026 - December 31, 2026	\$530,303
Total		\$3,181,818

- C. Should the above annual amounts be insufficient to reimburse the MCP for agreed upon costs of services, the MHP shall seek approval from the Board of Supervisors to increase the annual amount to cover agreed upon costs.

IX. RIGHT TO MONITOR AND AUDIT

- A. MCP and MHP staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of each other in the delivery of services provided under this ADDENDUM. Full cooperation shall be given to each other in any auditing or monitoring conducted.
- B. MCP and MHP shall cooperate with each other in the implementation, monitoring, and evaluation of this MOU and comply with any and all reporting requirements as established by this MOU.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by MCP staff, MHP staff, Federal and State representatives for a period of ten (10) years after final payment under the MOU or until all pending County, State, and Federal audits are completed, whichever is later. Records which do not pertain to the services under this MOU shall not be subject to review or audit unless otherwise provided in this MOU. Technical program data shall be retained locally and made available upon reasonable advance written notice or turned over to MCP or MHP.

- D. Parties shall provide all reasonable facilities and assistance for the safety and convenience of MCP and MHP's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of MCP or MHP.

X. Dispute Resolution

A. MCP shall follow the dispute resolution process contained in [APL 21-013](#) ("Dispute Resolution Process Between Mental Health Plans and Medi-Cal Managed Care Health Plans"), including subsequent revisions to APL 21-013. MHPs are required to follow a parallel dispute resolution process contained in [BHIN 21-034](#). Per [APL 22-003](#) and [BHIN 22-009](#), respectively, both the MCP and MHP must not delay the case management and care coordination, as well as the coverage of, medically necessary services pending the resolution of a dispute.

ATTESTATION REGARDING INELIGIBLE / EXCLUDED PERSONS

MCP shall:

To the extent consistent with the provisions of this Agreement, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in Federal and State funded programs, which provide in pertinent part:

1. MCP certifies to the following:
 - a. it is not presently excluded from participation in Federal and State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
 - c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of MCP, the signatory certifies the following:
 - a. all of its eating disorder contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of MCP are not presently excluded from participation in any Federal or State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any Federal and State funded health care program, and/or
 - c. its contractors are otherwise unlikely to be found by a Federal or State agency to be ineligible to provide goods or services.
3. MCP certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of MCP are not presently excluded from participation in any Federal or State funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. MCP certifies that it shall notify MHP immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require MCP or any of its contractor's exclusion or suspension under Federal or State funded health care programs, or

Any suspension or exclusionary action taken by an agency of the Federal or State government against MCP, or one (1) or more of its contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which Federal or State funded healthcare program payment may be made.

The Parties represent that they have authority to enter into this Addendum to the MOU on behalf of their respective entities and have executed this Addendum to the MOU as of the effective date of January 1, 2024.

This Addendum 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 Addendum. The parties shall be entitled to sign and transmit an electronic signature of this Addendum (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 Addendum upon request.

INLAND EMPIRE HEALTH PLAN

**SAN BERNARDINO COUNTY
MHP/DMC-ODS**

Signature:
Takashi Wada, MD, MPH,

Signature:
Dawn Rowe

Chief Medical Officer

Chair, Board of Supervisors

Notice Address:
Inland Empire Health Plan
10801 6th Street
Rancho Cucamonga, CA 91730

Notice Address:
Department of Behavioral Health
Georgina Yoshioka, Director
303 E. Vanderbilt Way, 4th Floor
San Bernardino, CA 92408

By: _____
Vice Chair, IEHP Governing Board

Date: _____

Attest: _____
Secretary, IEHP Governing Board

Date: _____

Approved as to Form

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

Date: _____