



Contract Number

SAP Number

Transitional Assistance Department

Department Contract Representative	<u>Diane Ettari</u>
Telephone Number	<u>909-386-8313</u>
Contractor	<u>WelbeHealth Inland Empire PACE, LLC</u>
Contractor Representative	<u>Lenore Chavez, Medi-Cal Lead</u>
Telephone Number	<u>650-437-7062</u>
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Total Contract Amount	<u>Nonfinancial</u>
Cost Center	<u>Nonfinancial</u>
Grant Number (if applicable)	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Transitional Assistance Department hereinafter referred to as TAD, administers the public assistance programs in San Bernardino County, including Medi-Cal, California's Medicaid program serving low income individuals; and

WHEREAS, WelbeHealth Inland Empire PACE, hereinafter referred to as Welbe, is a Medi-Cal managed care plan (MCP) providing preventative, primary, acute, and long term health care services to eligible Medi-Cal beneficiaries (55 years or older) residing in a Program of All Inclusive Care for Elderly (PACE) service area in San Bernardino County; and

WHEREAS, eligibility for Medi-Cal must be reevaluated on an annual basis. Failure to complete and return an Annual Renewal, hereinafter referred to as RE, for individuals and families who are not automatically renewed, can result in loss of benefits; and

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

WHEREAS, Welbe and TAD desire to share information to build coordinated strategies for assisting individuals, as further detailed in this MOU; and

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

WHEREAS, TAD and Welbe desire to work collaboratively to identify and assist common/mutual customers.

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

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A. DEFINITIONS

1. Application Program Interface (API) – A set of routines, protocols, and tools for building software applications. Additionally, APIs are used when programming graphical user interface (GUI) components that take advantage of the computer's graphics capabilities to make the program easier to use, such as Microsoft Windows.
2. Beneficiary – A person who has been determined eligible for Modified Adjusted Gross Income (MAGI)/Non-MAGI Medi-Cal.
3. CalFresh – The federally funded food and nutrition program, also known as the Supplemental Nutrition Assistance Program (SNAP), which increases household food budgets to help improve the health and wellbeing of eligible families and individuals by giving them a means to meet their nutritional needs.
4. California Department of Health Care Services (DHCS) – A department within the California Health and Human Services Agency that finances and administers several health care service delivery programs, including Medi-Cal, which provides health care services to low income people.
5. California Work Opportunity and Responsibility to Kids (CalWORKs) – The welfare program implemented through Assembly Bill (AB) 1542 to provide temporary assistance in the form of cash aid and services to eligible needy families. This program replaced the Aid to Families with Dependent Children (AFDC) program in the State of California.
6. Community Based Organization (CBO) – A public or private nonprofit organization that operates within the local community and provides education or related services to individuals in the community.
7. Covered California – The marketplace that makes it possible for individuals and families to get free or low cost health insurance through Medi-Cal, or to get help paying for private health insurance. Covered California is a partnership of the California Health Benefit Exchange and the California Department of Health Care Services (DHCS).
8. Encryption – An enhanced security measure that converts email messages and file contents into encrypted code. The parties will ensure all computer equipment meets at a minimum the Federal Information Processing Standards (FIPS) 140-2 Certified Algorithm at 128bit or higher (i.e., 256bit) for whole/full disk encryption.
9. Human Services – San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
10. Inter-County Transfers (ICT) – When a customer moves from one county to another in California, he/she is not required to reapply for Medi-Cal benefits in the new county. Counties must transfer the customer's case record from the old county of residence (sending county) to the new county of residence (receiving county), ensuring benefits continue without interruption. A change of residence to another county can be reported by the customer, sending county, or receiving county.
11. Managed Care Plan (MCP) – A health care delivery system that provides services within a defined network of health care providers who are given the responsibility to manage and provide quality, cost effective health care. Managed care plans, which may include but are not limited to Health Maintenance Organizations (HMOs), typically receive a prepaid rate for each member enrolled in the plan.
12. Medi-Cal – California's Medicaid program, established to provide low cost or no cost public health insurance to low income and disabled individuals. Medi-Cal is administered by TAD.
13. Outreach – Coordinated plan to increase community awareness of the Medi-Cal program, thereby increasing provision and maintenance of eligibility to services to target populations.
14. Personally Identifiable Information (PII) – Any information that can be used alone or in conjunction with other information to search for or identify individuals, or can be used to access their files,

including but not limited to name, social security number (SSN), date of birth (DOB), Driver License number, Identification number, and/or any computer based address or identifier. PII does not include Protected Health Information (PHI).

15. Point of Contact (POC) – Assigned staff member who liaises with other project stakeholders, provides information and assistance, and represents his or her department.
16. Program of All Inclusive Care for Elderly (PACE) – A model of care that provides comprehensive medical/social service delivery system using an interdisciplinary team approach in a PACE Center that provides and coordinates all needed preventive, primary, acute, and long term care services. Services are provided to older adults (55 years or older) who would otherwise reside in nursing facilities. The PACE model affords eligible individuals to remain independent and in their homes for as long as possible. Individuals must meet certain requirements to qualify for PACE, including residing in a PACE service area.
17. Protected Health Information (PHI) – Individually identifiable health information held or maintained by a covered entity or its business associates acting for the covered entity, that is transmitted or maintained in any form or medium.
18. Renewal (RE) – A full eligibility review conducted annually for the continuation of Medi-Cal benefits.
19. Secure File Transfer Protocol (SFTP) – A network protocol for accessing, transferring, and managing files on a remote system.
20. Transitional Assistance Department (TAD) – The County department which determines eligibility for CalWORKs, Medi-Cal and CalFresh benefits.
21. WelbeHealth Inland Empire PACE, LLC (Welbe) – A prepaid Medi-Cal managed care health plan contracted with the California Department of Health Care Services (DHCS). Welbe's PACE provides full service care to help seniors age well and stay in their homes and communities. Welbe's PACE coordinates and provides comprehensive services, including but not limited to medical care and community based services such as rehabilitation therapies, engagement programs, nutritional support, transportation, in home services, and social services.
22. WelbeHealth Inland Empire PACE, LLC Member (Member) – A person who is enrolled in, covered by, and eligible for Welbe's health care services.

B. WELBE RESPONSIBILITIES

Welbe shall:

1. Conduct general outreach to Medi-Cal beneficiaries to encourage the completion and return of annual renewal forms or provide needed information to TAD, to the extent permitted by federal and state law and MOU.
2. Provide TAD with a complete list of Welbe Members from San Bernardino County with updated contact and demographic information including mailing addresses, telephone numbers, and email addresses twice a month, via Secure File Transfer Protocol (SFTP). The submission of the list must allow TAD adequate time to update the case before ten (10) day Notice of Action (NOA) cut off. The County may also choose to access Welbe's eligibility data via Welbe's web-based Application Program Interface (API) upon mutual agreement of the parties.
3. Provide TAD with updated contact information that was received directly from or verified with the Member, an adult who is in the Member's household or family, or the Member's authorized representative recognized by Welbe, and not from a third party or other source.
4. Utilize updated contact information directly received and verbally verified by a Member who is being assisted by a Community Based Organization (CBO), including a health environment navigator, as long as the verification from the Member is received with all three (3) entities (Member, CBO, and Welbe) present whether in person, via phone, or in writing (when signed by the Member).

5. Notify TAD if Welbe receives updated address information via returned United States Postal Service (USPS) mail with an in state forwarding address. Welbe must notate that the address was obtained from returned mail when sharing the updated contact information with TAD.
6. Obtain updated contact and demographic information for Members placed in the Safe At Home (SAH) program, including confidential information such as residential address information for the Member. Welbe should provide the information directly to TAD due to its confidentiality nature.
7. Provide TAD with information reported by Members that may include updates to the Member's name, identity, address or incarceration status. Welbe is encouraged to remind Members to provide TAD an official government document, such as Social Security card, Driver License or Identification issued by state or territory, to verify the name change and for the update to occur.
8. Not utilize any statements that indicate that enrollment in Welbe is necessary to obtain or avoid losing Medi-Cal benefits, or that Welbe is endorsed by TAD, Department of Health Care Services (DHCS), or any other State or Federal government entity.
9. Send inquiries to TAD (via secure email or SFTP) when requesting assistance for Medi-Cal beneficiaries whose cases require appropriate action including:
 - a. Addressing updates or corrections needed due to:
 - 1) Change of address,
 - 2) Program for All Inclusive Care for Elderly (PACE) out of service area address requiring update, and
 - 3) PACE out of service area mailing address listed erroneously as primary physical address instead of secondary mailing address.
 - b. Confirming aid code accuracy or update to the correct aid code/program if current aid code is incorrect.
 - c. Inter-County Transfer (ICT) for Medi-Cal pending or past timeframes.
 - d. Processing the annual renewal (RE).
10. Submit an Authorization for Release of Information signed and completed by the beneficiary when requesting data release from TAD.
11. Adhere to all Federal, State, and County laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.
12. Provide TAD with primary points of contact (POC) and backup.
13. Communicate and work collaboratively with TAD staff to maximize services to mutual customers.
14. Contact the TAD Administration Regional Manager with any concerns or suggestions.

C. WELBE GENERAL 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 MOU, shall be valid only when reduced to writing, executed and attached to the original MOU, and approved by the person(s) authorized to do so on behalf of Contractor and County.
3. **Contract Assignability** – Without the prior written consent of the County, the MOU is not assignable by Contractor either in whole or in part.
4. **Reserved**
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 County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County 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 County, Contractor shall provide the results of the background check of each individual to the County. 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 County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall immediately notify the County 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 County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This MOU shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County 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 County; and (d) abide by all laws applicable to the County 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, "County Policies"). County 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 County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

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

10. **Confidentiality** – Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this MOU 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 County 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 MOU. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this MOU, including termination and assignment of this MOU, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this MOU was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this MOU.
13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County 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 County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County'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 (3) year period preceding this MOU 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 MOU 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. **Reserved**
16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this MOU, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County 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 County on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

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

- 17. **Duration of Terms** – This MOU, 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 MOU.

- 18. **Reserved**

- 19. **Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of postconsumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this MOU. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the MOU 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 County officer or employee, whose position in the County enables him/her to influence any award of the MOU or any competing offer, shall have any direct or indirect financial interest resulting from the award of the MOU 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 County in an attempt to secure favorable treatment regarding this MOU.

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

Contractor shall immediately report any attempt by a County 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 County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this MOU 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 MOU shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this MOU are specifically made severable. If a provision of the MOU 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 MOU. Contractor will notify County 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 MOU.
25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this MOU, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this MOU may be immediately terminated. If this MOU is terminated according to this provision, the County is entitled to pursue any available legal remedies.
26. **Mutual Covenants** – The parties to this MOU 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 MOU, 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 MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.

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 County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this MOU; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this MOU. 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 MOU, 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 MOU shall be considered property of the County

upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the MOU. Unless otherwise directed by County, 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 MOU.

32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. All records shall be complete and current and comply with all MOU requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the MOU.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this MOU 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 accountancy. 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 MOU 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 MOU.

33. **Relationship of the Parties** – Nothing contained in this MOU 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 MOU or Contractor's relationship with County may be made or used without prior written approval of the TAD Director or their designee and shall include County approved branding.

35. **Representation of the County** – In the performance of this MOU, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.

36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this MOU 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 MOU thereafter.

37. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the MOU without first obtaining written approval from the County and the Director of TAD 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 County's written consent, which County 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 County. At County'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 County, resumes of proposed subcontractor personnel. Contractor

shall remain directly responsible to County for its subcontractors and shall indemnify County 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 MOU 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 MOU and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Requirements and G. Insurance and Indemnification.
- d. Be responsible for monitoring subcontractor annually to determine subcontractor's compliance with the provisions of this MOU. At County's request, Contractor shall provide subcontractor's annual monitoring reports and supporting documentation.

Upon expiration or termination of this MOU for any reason, County 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 County.

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 MOU is served upon Contractor or County, 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 County 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 County.
39. **Termination for Convenience** – The County reserves the right to terminate the MOU for its convenience, with or without cause, 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 County 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 MOU and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this MOU 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 MOU 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 MOU 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.
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 County. 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 County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the MOU. 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.

Contractor's duties and services under this MOU shall not include preparing or assisting the County with any portion of the County's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the County. The County entering this MOU shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the County to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this MOU.

43. **Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) 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, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County 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 County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the MOU. The County 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 MOU 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 County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

45. **Copyright** – County shall have a royalty free, nonexclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this MOU including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this MOU shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this MOU shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this MOU must be filed with the County prior to publication.
46. **Artwork, Proofs and Negatives** – All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this MOU are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.
47. **Reserved**
48. **Reserved**
49. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this MOU, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this MOU. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this MOU. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).
50. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this MOU that will result in reduction of services to be provided under this MOU. Upon notice of vacancies, the Contractor shall apprise County 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 County on each periodically required report for the duration of said vacancies and/or problems.
51. **Reserved**
52. **Contractor Board of Directors’ Meetings** – Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the MOU. Board of Directors’ minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this MOU.
53. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
- a. Assurance that all employees, agents, consultants or volunteers who perform services under this MOU and are mandated by Penal Code Sections 11164 et seq. to report child

abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

- b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
- c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

54. **Elder and Dependent Adult Abuse Reporting** – Contractor agrees to and shall comply with the 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 MOU 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. **211 Registration** – Contractor shall register with Inland Southern California 211+ within thirty (30) days of the MOU effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the Inland Southern California 211+ of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this MOU and payment for such services will not be the responsibility of the County.
61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this MOU, 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; labor disputes or stoppages; 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 MOU 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 MOU and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this MOU, the following order of precedence shall apply:
- a. This MOU,
 - b. Attachments to this MOU, as indicated herein, and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
64. **Reserved**
65. **Reserved**
66. **Reserved**
67. **Professional Conduct** – Contractor agrees to develop and maintain professional relationships with County, County staff, and clients.

D. TERM

1. This MOU is effective as of August 5, 2025 and expires August 4, 2030 but may be terminated earlier in accordance with provisions of this MOU.
2. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The TAD Director is authorized to exercise TAD's rights with respect to any termination of this MOU. The Welbe Chief Executive Officer, or his/her appointed designee, has authority to terminate this MOU on behalf of Welbe.
3. Upon receipt of termination notice Welbe shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County 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. TAD RESPONSIBILITIES

TAD shall:

1. Prioritize updating contact and demographic information received from Welbe to ensure Medi-Cal beneficiaries receive accurate and timely information regarding their Medi-Cal eligibility and avoid erroneous negative actions that may occur due to the outdated information.
2. Treat updated contact information confirmed by and received from Welbe as reliable without additional consent or confirmation from the beneficiary.
3. Review inquiries and assistance requests received from Welbe for Medi-Cal beneficiaries whose cases require appropriate action including:
 - a. Addressing updates or corrections needed due to:
 - 1) Change of address,
 - 2) PACE out of service area address requiring update, and
 - 3) PACE out of service area mailing address listed erroneously as primary physical address instead of secondary mailing address.
 - b. Confirming aid code accuracy or update to the correct aid code/program if current aid code is incorrect.
 - c. Inter-County Transfer (ICT) for Medi-Cal pending or past timeframes.
 - d. Processing the annual renewal (RE).
4. Request an Authorization for Release of Information signed and completed by the beneficiary as needed to fulfill requests for data release.
5. Provide Welbe with a point of contact (POC).
6. Ensure that provision of services to Welbe does not compromise client data integrity and internal procedures.
7. Communicate and work collaboratively with Welbe staff to maximize services to mutual customers.
8. Adhere to all Federal, State, and County laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including the HIPAA regulations, and the Telephone Consumer Protection Act, 47 U.S.C §227 et seq. ("TCPA") including the TCPA implementing regulations.
9. Without the prior written consent of Welbe, this MOU is not assignable by TAD either in whole or in part.
10. TAD agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from Welbe. Any subcontractor shall be subject to

the same provisions as TAD in addition to all terms and conditions as required by Welbe. TAD shall be fully responsible for the performance of any subcontractor.

F. FISCAL PROVISIONS

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

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

TAD and Welbe agree to and shall comply with the following indemnification and Welbe agrees to and shall comply with the following insurance requirements:

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this MOU from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the 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 County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the 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 County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the MOU evidencing the insurance coverage at the time the MOU is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this MOU, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
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 ten thousand (\$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 MOU does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the MOU or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this MOU. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

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

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 MOU 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 two hundred fifty thousand dollar (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this MOU.

If Contractor has no employees, it may certify or warrant to the County 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 County's Director of Risk Management.

With respect to Contractors that are nonprofit 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) Two million dollars (\$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 nonemployee passengers in performance of MOU 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.
- 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 County entities and cover breach response cost as well as regulatory fines and penalties.

H. RIGHT TO MONITOR AND AUDIT

1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items that are necessary to confirm that Contractor has satisfied its responsibilities under this MOU and as requested and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this MOU.
2. All records directly pertaining to services delivered and all fiscal, statistical and management books and records shall be available during Contractor’s regular business hours for examination and audit by County representatives for a period of three years after final payment under this MOU or until all pending County, state and federal audits are completed, whichever is later. Technical program data shall be retained locally and made available upon the County’s reasonable advance written notice. If said records are not made available at the scheduled monitoring visit, without prior notice to County, Contractor may, at County's option, be required to reimburse County for reasonable expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of the services provided under this MOU and comply with any and all reporting requirements established by this MOU.
4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County’s representatives 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 the Contractor.

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 MOU, Contractor shall notify the County 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 MOU shall be a material breach of this MOU.
3. In the event of a noncured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this MOU:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Terminate this MOU immediately. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the MOU 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. NOTICES

All written notices provided for in this MOU 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
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
Email:
HSASDContractsUnit@hss.sbcounty.gov

WelbeHealth Inland Empire PACE
2799 Gateway Drive
Riverside, CA 92507
Email: Lenore.Chavez@welbehealth.com

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

K. ENTIRE AGREEMENT

1. This MOU, 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 MOU not expressly set forth herein are of no force or effect. This MOU 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 MOU and signs the same of its own free will.
2. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this MOU to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

WelbeHealth Inland Empire PACE

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Josh Niehaus

(Print or type name of person signing contract)

Title Executive Director

(Print or Type)

Dated: _____

Address 2799 Gateway Drive

Riverside, CA 92507

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Adam Ebright, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Patty Steven, Contracts Manager

Date _____

Reviewed/Approved by Department

►

James LoCurto, Director

Date _____