

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

429



FROM: Department of Public Health

SUBMITTAL DATE:
July 25, 2013

SUBJECT: Ratify the Agreement between the County of Riverside Department of Public Health and Inland Empire Health Plan for the Family Asthma Program. Contract #14-019.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement between the County of Riverside Department of Public and Inland Empire Health Plan (IEHP) for the Family Asthma Program in the amount of \$22,000 for the period of July 1, 2013 through June 30, 2014, with automatic extensions for up to (2) two, (1) one year terms;
- 2) Direct and approve the Auditor-Controller to adjust the budget, as detailed in Schedule A;
- 3) Authorize the Purchasing Agent to sign subsequent no money amendments not to exceed authorized amount;
- 4) Authorize the Chairperson to sign four (4) originals of said Agreement on behalf of the County.

BACKGROUND: Continues on Page 2
GH:cr/ys

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: Lisette Rose
Lisette Rose
8/5/13

Susan D. Harrington
Susan Harrington, Director
Department of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 22,000	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	YES
	Annual Net County Cost:	\$ 0	For Fiscal Year:	13/14

SOURCE OF FUNDS: 100% funded by IEHP.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

- Policy
- Consent
- Policy
- Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** All | **Agenda Number:** 3-60

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

PURCHASING & FLEET SERVICES
 Robert Howdyspell, Director
 FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS DATE: 8/5/13
 Departmental Concurrence

FORM 11
Department of Public Health
Page 2 of 2

SUBJECT: Ratify the Agreement between the County of Riverside Department of Public Health and Inland Empire Health Plan for the Family Asthma Program. Contract #14-019.

BACKGROUND: IEHP is requesting continuing services provided by the Department of Public Health (DOPH) to conduct an Asthma Education Program for IEHP Members in Riverside County. The program will include one 2 ½ hour education class, and distribution of asthma program tools and education materials. IEHP will register eligible Members for the Program and will provide asthma tools to the Department of Public Health for program participants.

FINANCIAL INFORMATION: This agreement will reimburse up to \$ 22,000 for the period of July 1, 2013 through June 30, 2014. DOPH Fiscal Year 13/14 budget currently includes \$5,000 for these services. The attached Schedule A provides a budget for the remaining \$17,000.

SCHEDULE A
Department of Public Health
Budget Adjustment
Fiscal Year 2013/2014

INCREASE IN APPROPRIATION:

10000-4200100000-510040	Regular Salaries	\$ 11,000
10000-4200100000-518100	Budgeted Benefits	4,850
10000-4200100000-529040	Private Mileage Reimbursement	500
10000-4200100000-527780	Special Program Expense	650
		<hr/>
	TOTAL INCREASE IN APPROPRIATION:	<u><u>\$17,000</u></u>

INCREASE IN ESTIMATED REVENUE:

10000-4200100000-781360	Other Misc Revenue	<u>\$17,000</u>
	TOTAL INCREASE IN REVENUE:	<u><u>\$17,000</u></u>

**PROFESSIONAL SERVICES AGREEMENT
FOR SERVICES UNDER \$50,000**

FOR

IEHP FAMILY ASTHMA PROGRAM

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

**COUNTY OF RIVERSIDE
THROUGH ITS DEPARTMENT OF PUBLIC HEALTH**

**PROFESSIONAL SERVICES AGREEMENT
INLAND EMPIRE HEALTH PLAN**

This Professional Services Agreement is made and entered into by and between Inland Empire Health Plan ("IEHP"), a public entity of the State of California, and COUNTY OF RIVERSIDE through its Department of Public Health ("CONTRACTOR") with references to the following facts:

RECITALS

WHEREAS, IEHP is in need of the professional services offered by CONTRACTOR, and this Agreement shall be presented to the Governing Board of IEHP for adoption and authorization; and

WHEREAS, CONTRACTOR has offered evidence of having the relevant specialized training and/or experience and/or knowledge and is interested in providing the scope of work as set forth herein, including any attachments hereto; and

WHEREAS, this Agreement is effective only upon the authorization of the Governing Board of IEHP;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as follows, and in any exhibits or attachments attached hereto and incorporated herein by reference.

1. **SERVICES**

- A. **DESCRIPTION OF SERVICES.** CONTRACTOR shall provide IEHP Family Asthma Program services to IEHP, with such services as set forth in Attachment A, attached hereto and incorporated herein by reference.
- B. **SCOPE OF SERVICES.** CONTRACTOR shall furnish labor necessary to perform in a complete, skillful and professional manner all those services described in Attachment A.

2. **PERIOD OF PERFORMANCE**

- A. It is mutually agreed and understood that the obligations of IEHP are contingent upon the availability of state and federal funds. In the event that such funds are not forthcoming for any reason, this Agreement is rendered null and void, and IEHP shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on IEHP's notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of costs in accordance with Section 3 (COMPENSATION).

- B. Notwithstanding the date of execution of this Agreement, as amended, shall be effective as of July 1, 2013 and shall continue in effect through June 30, 2014 unless terminated as stated above or as specified in Section 8 (TERMINATION PROVISION) or in the event the maximum amount of this Agreement is exceeded, as set forth in Section 3.D (COMPENSATION). Thereafter, the term of the Agreement shall automatically be extended for up to two (2) one (1) year terms commencing on July 1st and ending on June 30th of each successive term, unless terminated as specified in Section 8 (TERMINATION PROVISION). Notwithstanding the above, renewal of this Agreement by the Governing Board of IEHP is required on or before June 30th, 2016.”

3. **COMPENSATION**

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by IEHP as follows:

- A. COMPENSATION for services rendered shall be paid by the Treasurer of IEHP upon the Chief Executive Officer’s review and approval of a properly presented invoice or bill for services performed as set forth in Attachment A.
- B. IEHP shall make payments to CONTRACTOR as outlined in Attachment B, attached hereto and incorporated herein by reference. CONTRACTOR shall submit invoices to IEHP for authorized covered services provided to Members within thirty (30) days of the month of the last session. IEHP shall compensate CONTRACTOR within thirty (30) days of receipt of a complete invoice from CONTRACTOR. Invoices from CONTRACTOR must be received by IEHP no later than one year from the month of the last session. Reimbursement for invoices submitted after six (6) months shall be reduced as follows;
1. By twenty-five percent (25%) for invoices submitted during the seventh (7th) through the ninth (9th) after the month of the last sessions and;
 2. By fifty percent (50%) for invoices submitted during the tenth (10th) through the twelfth (12th) month after the month of the last session.
- C. Payment shall be made “net-30” terms from the completion date of any service as noted above.
- D. The total compensation payable under this Agreement shall not exceed Twenty-Two Thousand Dollars (\$22,000).

4. **INDEPENDENT CONTRACTOR**

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Neither CONTRACTOR nor CONTRACTOR’s officers, agents, employees or subcontractors, shall be entitled to any benefits payable to employees of IEHP including Worker’s Compensation Benefits.

5. **INDEMNIFICATION**

CONTRACTOR shall indemnify, and hold harmless IEHP, its officers, employees and agents from any liability whatsoever, including wrongful death, based on asserted upon any act or omission of the CONTRACTOR, its employees, subcontractors and agents relating to or in any way connected with the accomplishment of the work or performance of service under this Agreement. As part of the foregoing indemnity, CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees, IEHP, its officers, agents and employees in any legal action based upon any such alleged acts or omissions.

6. **INSURANCE**

Without limiting or diminishing the CONTRACTOR's obligation to indemnify and hold IEHP harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.

- A. **Workers' Compensation:** If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of IEHP; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- B. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder, in an amount not less than \$1,000,000 per occurrence combined single limit. Policy shall be endorsed to name IEHP as an Additional Insured. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- C. **Vehicle Liability:** CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. Non-owned or hired vehicle coverage may be included as a part of the Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall be endorsed to name IEHP as an Additional Insured.

D. **Professional Liability:** CONTRACTOR shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

If CONTRACTOR's Professional Liability Insurance is written on a claims-made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under the above shall continue for a period of five (5) years beyond the termination of this Agreement.

E. **General Insurance Provisions - All lines:**

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by IEHP. If IEHP waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of IEHP before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions which are deemed unacceptable to IEHP, at the election of IEHP, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with IEHP, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- 3) The CONTRACTOR shall cause their insurance carrier(s) to furnish IEHP with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and / or, 2) if requested to do so orally or in writing by IEHP, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to IEHP prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless IEHP receives, prior to such

effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages and the insurance required herein is in full force and effect.

Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ***CONTRACTOR shall not commence operations until IEHP has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.***

- 4) It is understood and agreed by the parties hereto and the CONTRACTOR's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and IEHP's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work IEHP reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if, in IEHP's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. **REPORTS**

- A. Furnished reports, as applicable, shall be provided as outlined and identified in Attachment A.
- B. Upon request of IEHP, CONTRACTOR agrees to furnish to IEHP copies of work papers, schedules or other work products related to this Agreement.

8. **TERMINATION PROVISION**

- A. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice served upon the other party.
- B. If, for any reason, Agreement is terminated prior to full completion of services, CONTRACTOR agrees to immediately furnish to IEHP all documents related to services rendered under this Agreement.

- C. Should IEHP determine that there is a basis for termination for cause, such termination shall be effected upon five (5) days written notice to CONTRACTOR.

9. **OFFICERS, OWNERS, STOCKHOLDERS AND CREDITORS**

On an annual basis CONTRACTOR shall identify the names of the following persons by listing them on Attachment C, attached hereto and incorporated by this reference;

- A. CONTRACTOR officers and owners who own greater than 10% of the CONTRACTOR;
- B. Stockholders owning greater than 10% of any stock issued by CONTRACTOR;
- C. Major creditors holding more than 5% of any debts owed by CONTRACTOR.

In addition, CONTRACTOR shall notify IEHP in writing within thirty (30) days of any changes in the information provided in Attachment C.

10. **ASSIGNMENT AND DELEGATION**

No contract or agreement shall be made by CONTRACTOR with any party for the furnishing of any of the work or services described herein, and in Attachment A hereto, and this Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of IEHP, as approved and authorized by the Governing Board of IEHP. This provision shall not require the approval of contracts or agreements for the employment between CONTRACTOR and personnel that have been specifically named in this Agreement or in any attachments hereto.

11. **ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only the Governing Board of IEHP may authorize any alteration or revision of this Agreement on behalf of IEHP. The parties expressly recognize that IEHP personnel, including the Chief Executive Officer of IEHP are without authorization to either change or waive any requirements of this Agreement.

12. **NONDISCRIMINATION**

- A. This Agreement hereby incorporates by reference the provisions of Title 2, CCR, Section 8107 et. seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, CCR, Section 8107 et. seq. and further agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement.

- B. In accordance with Title VI of the Civil Rights Act of 1964, all IEHP Members must receive access to all covered services without restriction based on race, color, creed, religion, ancestry, age, gender, national origin, marital status, sexual orientation, or physical or mental disability.
- C. IEHP shall follow-up on all grievances alleging discrimination and take appropriate action with all providers, organizations and other subcontractors. All discrimination-related grievances are forwarded to the Department of Health Care Services for review and appropriate action.

13. **CONFLICT OF INTEREST**

CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

14. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

IEHP and CONTRACTOR are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), codified at Title 45, C.F.R., Parts 160 and 164, and the laws and regulations promulgated subsequent hereto, for purposes of services rendered pursuant to the Agreement. Both parties agree to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Both parties further agree that it shall be in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto.

15. **CONFIDENTIALITY**

- A. CONTRACTOR shall safeguard the confidentiality of Member medical records and treatments in accordance with all state and federal laws, including, without limitation, Title 42, Code of Federal Regulations, Section 431.300 et. seq., and Section 14100.2, California Welfare and Institutions Code and regulations adopted thereunder.
- B. To the extent reasonably possible, each party agrees to maintain this Agreement as a confidential document and not to disclose the Agreement or any of its terms or reports without the approval of the other party, subject to the limitation of the Public Records Act and the Brown Act.

16. **NOTICES**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

IEHP

Bradley P. Gilbert, MD
Chief Executive Officer
IEHP

303 East Vanderbilt Way, Suite 400
San Bernardino, CA 92408
(909) 890-2000

CONTRACTOR

Susan D. Harrington, MS, RD
Director
County of Riverside, Department of Public
Health

4065 County Circle Drive
Riverside, CA 92503
(951) 358-7036

or to such other address(es) as the parties may hereafter designate.

17. LICENSES

CONTRACTOR shall maintain any professional licenses required by the laws of the State of California at all times while performing services under this Agreement.

18. WORK PRODUCT

All reports, findings, data or documents compiled or assembled by CONTRACTOR under this Agreement becomes the property of IEHP, and shall be transmitted to IEHP at the termination of this Agreement.

19. SEVERABILITY

In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. WAIVER

Any waiver by IEHP of any breach of any one (1) or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term or of any other term herein.

21. GOVERNING LAW

- A. The provisions of the Government Claims Act (Government Code Section 900 et.seq.) must be followed first for any disputes under this Agreement.
- B. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a

party elects to file an action in federal court) courts located in the counties of San Bernardino or Riverside, State of California.

22. **DISALLOWANCE**

In the event CONTRACTOR receives payment for services under this Agreement which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to IEHP on request. IEHP retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this Agreement, or under any other contract or agreement between CONTRACTOR and IEHP.

23. **LIMITATION OF LIABILITY**

In no event shall either party be liable for consequential, indirect, or incidental damages, including, without limitation, lost profits, arising out of the services provided under this Agreement.

24. **ENTIRE AGREEMENT**

This Agreement, including all attachments and manuals, which are hereby incorporated in this Agreement, supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this Agreement and no other agreement, statement or promise relating to this Agreement shall be binding or valid.

25. **CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT**

CONTRACTOR certifies that the individual signing below has authority to execute this Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Agreement, and any attachments hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Professional Services Agreement as set forth below.

CONTRACTOR:

INLAND EMPIRE HEALTH PLAN

By: _____
John J. Benoit
Chairman, Board of Supervisors

By: Bradley P. Gilbert
Bradley P. Gilbert, MD
Chief Executive Officer

Date: _____

Date: 5/7/13
**SIGNATURE ON BEHALF OF
IEHP GOVERNING BOARD**

ATTEST: _____
Kecia Harper-Ihem
Clerk of the Board

By: _____
Chair, IEHP Governing Board
**APPROVED IN
MINUTE ORDER 13-49**

Date: _____
FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE

Date: _____
18

Attest: Julie Harpove
Secretary, IEHP Governing Board

Date: 5-13-13

Approved as to Form

PAMELA J. WALLS
County Counsel

By: Pamela J. Walls
Deputy County Counsel
Attorneys for Inland Empire Health Plan

Date: 5/13/13

ATTACHMENT A

SCOPE OF SERVICES

COUNTY OF RIVERSIDE
THROUGH ITS DEPARTMENT OF PUBLIC HEALTH
IEHP ASTHMA PROGRAM

1. CONTRACTOR will conduct an Asthma Education Program (“Program”) for IEHP Members in Riverside. The Program will include one 2½-hour education class, and distribution of asthma program tools and education materials.
2. The Family Asthma Program will have separate English and Spanish classes.
3. CONTRACTOR will conduct the Program using the IEHP Family Asthma Program curriculum and handouts.
4. CONTRACTOR will conduct the Program quarterly, at a minimum. CONTRACTOR may provide the Program more frequently as needed. IEHP and CONTRACTOR will agree upon scheduled dates.
5. IEHP Health Education Department will determine the Member’s eligibility for the Asthma Education Program. IEHP will mail Members an informational flyer with IEHP’s toll-free number to register for the Program.
6. IEHP will register eligible Members for the Program. The following Member information will be documented on the Program roster:
 - a. IEHP Member number;
 - b. IEHP Member name;
 - c. Support person name and relationship; and
 - d. Current phone number.
7. IEHP Health Education staff will provide CONTRACTOR with a preliminary roster of IEHP Member’s names and telephone numbers who are referred to the Family Asthma Program. This information will be provided no less than one week prior to the class date.
8. IEHP Health Education staff will be responsible for completing reminder calls to Members within 24 hours of the class.
9. CONTRACTOR is responsible for:
 - a. Providing the program site;
 - b. Reproduction of handouts and other materials for the classes;
 - c. Instruction of the classes; and
 - d. Refreshment
10. The CONTRACTOR is responsible for registration, conducting the Program surveys, and distributing asthma program tools and materials.

11. A Registered Respiratory Therapist, Registered Nurse, or other Educator approved by IEHP will conduct the IEHP Family Asthma Program.
12. The IEHP Members will be instructed by IEHP to bring their medications to the class and sign-in with their IEHP Member number.
13. IEHP will provide asthma tools to the CONTRACTOR for program participants.
14. Each class will have a maximum of twenty (20) participants. A parent/guardian must attend with or for Members under 18 years old. One adult support person may attend with members older than 18 years old.
15. IEHP Health Education staff reserves the right to randomly monitor and audit the Program processes and program sessions.
16. In the event that IEHP determines an individual assigned by the CONTRACTOR to instruct an IEHP Program is performing below IEHP's expectations, IEHP may request in writing to the CONTRACTOR a review of the individual's performance. Once the review is completed, IEHP and CONTRACTOR must agree upon the appropriate course of action.

ATTACHMENT B

SCHEDULE OF FEES

COUNTY OF RIVERSIDE
THROUGH ITS DEPARTMENT OF PUBLIC HEALTH
IEHP ASTHMA PROGRAM

1. IEHP will pay a fee of \$50.00 for each IEHP Member with asthma who attends the Program and a maximum reimbursement of \$100.00 for refreshments for each class. Receipt for refreshments must be submitted in order to receive reimbursement.
 2. For the stated fee the CONTRACTOR will provide:
 - a. 2.5 hours of direct patient education;
 - b. Education materials;
 - c. The Program site; and
 - d. Mileage expenses
- * Family and/or support persons are encouraged to attend with the enrolled Member with Asthma. The family and/or support person participation is voluntary and not included for free reimbursement.
3. CONTRACTOR will submit an invoice within thirty (30) days of the completion of a Program. The invoice must include supporting documents such as receipts for refreshments, rosters with participant signatures for proof of attendance, and completed Program surveys.
 4. Program participation has been estimated to be 190 IEHP Members maximum per year. CONTRACTOR may request the ability to provide additional services from IEHP if this maximum is exceeded.

ATTACHMENT C

OWNERSHIP INFORMATION

Contractor's Name: County of Riverside, Department of Public Health

Address: 4065 County Circle Drive **TIN:** 95-6000930

City: Riverside **State:** CA **Zip:** 92503 **NPI:** _____

Phone: (951) 358-5490 **Fax:** (951) 358-5472

Email Address(es): CEdmond@rivcocha.org

President: Susan D. Harrington, Director **Contact Person:** Consuela T. Edmond

Person Signing Contract: John J. Benoit, Chairman Board of Supervisors

Broker Representative: N/A

Please circle below how your organization is legally organized:

- **Sole Proprietorship**
- **Partnership (LLC, etc.)**
- **Corporation**
 - **Privately Held Company***
 - **Publicly Traded Company**
 - **Non-Profit Entity**
- **Government Agency**
- **Other (please indicate)**

*If Privately Held Company, please indicate the names of the owners and their ownership % if over 10%.

Name **Ownership % (Greater than 10% interest)**

Authorized Signature

Date