

FORM APPROVED COUNTY COUNSEL  
 BY: *G.P.P.* 2/3/16  
 DATE  
 GREGORY P. PRIAMOS

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

721  
 C



**FROM:** Department of Public Social Services (DPSS)

**SUBMITTAL DATE:**  
 January 28, 2016

**SUBJECT:** Ratify and approve the Agreements #AS-02988 and #AS-02989, and accept the Advance Payments, to provide an emergency back-up system for In-Home Supportive Services (IHSS) on behalf of DPSS for one year with the option to renew the agreements for four (4) additional years. Districts All; [\$15,000 total, Inland Empire Health Plan 2/3rds, Molina Healthcare 1/3rd].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign attached Agreements #AS-02988 and #AS-02989 between Riverside County In-Home Supportive Services Public Authority (PA) and Inland Empire Health Plan (IEHP) and Molina HealthCare of California for the period of 07/01/15-06/30/16 for \$15,000, and thereafter annually at \$15,000 for the four (4) additional years; and
2. Accept the Annual Advance Payment of \$10,000 from IEHP and \$5,000 from Molina HealthCare; and
3. Authorize the Purchasing Agent, in accordance with Ordinance 459, to exercise renewal options and to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision that do not exceed a 10% contingency, based on the availability of fiscal funds for required services as approved to form by County Council.

**BACKGROUND:**

**Summary** (see page 2)

*Susan von Zabern*  
 Susan von Zabern  
 Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 15,000	\$ 15,000	\$ 75,000	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
<b>SOURCE OF FUNDS:</b> IEHP-2/3rds, Molina-1/3rd				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> FY15/16-FY19/20	

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Jennifer L. Sargent*  
 Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

*Lisa Brandl*  
 Lisa Brandl, Director  
 PURCHASING &  
 FLEET SERVICES

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 8/20/13, 3.71

District: All

Agenda Number:

**3-25**

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

**FORM 11:** Ratify and approve the Agreements #AS-02988 and #AS-02989, and accept the Advance Payments, to provide an emergency back-up system for In-Home Supportive Services (IHSS) on behalf of DPSS for one year with the option to renew the agreements for four (4) additional years. Districts All: [\$15,000 total]:

**DATE:**

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

The California State Welfare and Institutions Code (W & IC) section 14186.3(a) requires that In-Home Supportive Services (IHSS) be a Medi-Cal benefit available through managed care health plans in specific counties. The Legislature's intent is to provide IHSS as a managed care benefit, while counties continue to perform functions necessary for the administration of the IHSS program including conducting assessments and determining authorized hours for recipients.

Riverside County In-Home Supportive Services Public Authority (PA) works under the guidance of Riverside County Department of Public Social Services (DPSS). To fulfill this directive, DPSS and PA will enter into MOUs with Inland Empire Health Plan (IEHP) and Molina Healthcare of California, Partner Plan, Inc. to establish and maintain an emergency back-up plan/system in case the regularly assigned In-Home Supportive Services (IHSS) home care provider does not arrive to deliver activities of daily living which are essential to the client's health and safety. The Back-Up System (BUS) provides authorization until a more permanent home-care provider is established.

The Back Up system provides for temporary assistance through the Riverside County IHSS Public Authority home care providers on an emergency and after-hours basis. Situations that would warrant the back-up system include but are not limited to the following unforeseen circumstances: 1) the regular health plan provider is not available and the client does not have adequate care or meal services; 2) a change in medical condition and the regular health plan provider is unable to appropriately meet the new level of care; and 3) the client is in need of emergency (after hours and weekend hours) and short-term services in the home are necessary until a more permanent care plan and home care provider are in place.

**Impact on Residents and Businesses**

The Back-Up System will provide a safety net for those elderly and dependent adults who need emergency and short term services in the home, until a permanent provider is in place.

**Financial Impact**

The PLANs (Molina & IEHP) shall provide the PA with advance payments of \$5,000 and \$10,000 respectively within 30 days of execution of the initial agreement. At the beginning of each subsequent fiscal year (July 1 – June 30), the PLANs shall replenish the fund so that the PA will start each year with \$15,000. At the conclusion of the agreement, all unused funding will be returned to the PLANs. The PLANs are responsible to file claims for reimbursement to the State for funds that they have advanced to the County.

**Attachments**

#AS-02988 In-Home Supportive Services Public Authority (PA) & Inland Empire Health Plan  
#AS-02989 In-Home Supportive Services Public Authority (PA) & Molina Healthcare of California, Partner Plan, Inc.

**COORDINATED CARE INITIATIVE**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RIVERSIDE COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (PA)  
AND  
MOLINA HEALTHCARE OF CALIFORNIA (PLAN)**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between the Riverside County In-Home Supportive Services Public Authority, hereinafter referred to as "PA", for the County of Riverside and Molina Healthcare of California, hereinafter collectively referred to as "PLAN", to establish and maintain an emergency/back-up plan in case the regularly assigned In-Home Supportive Services (IHSS) home care provider does not arrive to deliver activities of daily living which are essential to the client's health and safety. The Back-Up System (BUS) provides short-term authorization until a more permanent home-care provider is established.

The process to request and dispatch BUS services is outlined in Exhibit A and incorporated into this MOU by this reference.

All terms and conditions of Memorandum of Understanding AS-02696 between the PA and Molina Healthcare of California are in effect and incorporated in this MOU by this statement.

**II. TERMS**

This MOU is effective July 1, 2015 through June 30, 2016 and renews automatically in one year increments unless terminated as noted in Section IX.I.

**III. DEFINITIONS**

- A. "Back-up System" (BUS) refers to In-Home Supportive Services (IHSS) referrals that must be responded to within 24 hours.
- B. "IHSS" refers to In-Home Supportive Services.
- C. "Client" refers to an active member who has their Medi-Cal assigned to Molina.

**IV. SCOPE OF WORK**

Welfare and Institutions Code (WIC) section 14186.35(a) requires that IHSS be a Medi-Cal benefit available through managed care health plans in specified counties. WIC

section 14186.35(a)(9) states that managed care health plans shall enter into an MOU with a county agency and the county's PA, pursuant to Section 12301.6, to continue to perform their respective functions and responsibilities pursuant to the existing ordinance or contract, until the Director of Health Care Services provides notification pursuant to subdivision (a) of Section 12300.7 for that county.

PLAN is the entity responsible for the provision of IHSS as a benefit of managed care through a contract with the California Department of Health Care Services (DHCS). PLAN shall perform tasks related to the administration of the IHSS program specified in WIC section 12301.6 (c) and (e).

All functions in this MOU are subject to all legislation, WIC provisions and regulations governing the Coordinated Care Initiative CCI.

## **V. PA RESPONSIBILITIES**

PA shall:

- A. Identify a PA staff to act as BUS coordinator and liaison to the PLAN.
- B. Develop and maintain a BUS Registry of providers able to respond to emergency requests for in-home care.
  - a. Ensure that BUS providers meet all program eligibility requirements for IHSS providers, but are not required to be part of the PA Registry. In order to receive payment for BUS services, providers must complete the Riverside County vendor-enrollment process.
- C. Receive and review provider BUS requests.
- D. Develop a communication/dispatch system for after hours or weekend support.
- E. Monitor, confirm, and reconcile BUS service hours.
- F. Develop quarterly report of expenditures for PLAN.

## **VI. PLAN RESPONSIBILITIES**

PLAN shall:

- A. Assign staff to be liaison with PA.
- B. Authorize temporary assistance through the Riverside County IHSS Public Authority BUS on an emergency and after-hours basis. Emergency/back-up services reimbursable through the PLAN are only applicable when absence of a home care provider poses immediate risk and safety concerns, including but not limited to, the circumstances described below:

1. Unforeseen circumstances, the regular provider is not available and client does not have adequate care or meal services;
2. A change in medical condition, the regular provider (or relative/spouse) is unable to appropriately meet the new level of care needed;
3. The client is in need of emergency (after hours, and weekend hours) and short-term services in the home until a more permanent care plan and home care provider are in place.

C. Reimburse PA for all costs associated with this MOU.

## VII. JOINT RESPONSIBILITIES

PLAN and PA shall jointly:

- A. Establish a communication, referral, and approval process to dispatch BUS response and ensure accurate and timely compensation.
- B. Reconcile quarterly billing reports as outlined in Section VIII.D.1.
- C. Initiate and authorize BUS referrals.
- D. Identify and coordinate resources to deliver provider "specialized training" (for example paramedical services, working with people with dementia and cognitive impairment, etc.) to ensure that client services agreed upon in the MOU are delivered.

## VIII. FISCAL

### A. MAXIMUM REIMBURSABLE AMOUNT

The total payment under this MOU shall not exceed \$24,999 annually.

### B. UNIT OF SERVICE

1. PLAN shall fund BUS care services authorized on or after the date of IHSS application.
2. PLAN shall reimburse PA an amount of \$3.00 per hour for BUS services if the client is being served within the State IHSS authorized hours.
  - a. Examples of BUS services eligible for the \$3.00 reimbursement are:
    - o Regular provider is not available and client does not have adequate care or meal services
    - o Regular provider is unable to appropriately meet a new level of care

- Client needs emergency and short term services in the home until a permanent provider is in place
  - Clients discharged from a facility with pending IHSS authorization in need of immediate caregiver service
3. PLAN shall reimburse PA the amount of \$14.50 per hour if the client is being served over the State IHSS authorized hours. Instances where members are being served over their state IHSS authorized hours, must be pre-approved by Plan. Plan will follow their existing Care Plan Options policy.
- a. Examples of BUS services eligible for \$14.50 reimbursement are:
    - Temporary (less than 1 week) need for caregiver
    - Prevent skilled nursing facility placement
    - Pending IHSS reassessment
    - Member condition worsens before end of the month and condition requires more housekeeping, laundry, errands, etc.
    - Event/dispatch not to exceed \$500 per instance

#### C. ADVANCE PAYMENT

The PLAN shall provide the PA with an advance payment of \$5,000 within 30 days of execution of the initial agreement. At the beginning of each subsequent fiscal year (July 1 – June 30), the PLAN shall replenish the fund to \$5,000 so that the PA will start each year with \$5,000. At the conclusion of the agreement, all unused funding will be returned to the PLAN.

#### D. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

1. The PA shall submit a quarterly reconciliation report to the PLAN to validate utilization of the advance funding. Documentation of all payments to the BUS providers including supporting documentation shall be provided with the report.
  - a. Quarterly billing reconciliation shall include:
    - Client Demographics
    - BUS Service hours authorized by date
    - Client condition justifying BUS dispatch
    - Projected annual BUS cost
2. The PA shall submit a written request for additional funding if projected utilization of the advance payment will be exhausted prior to the end of the fiscal year.

### IX. GENERAL PROVISIONS

The IHSS PA is an independent legal entity, separate and apart from Riverside County. The IHSS PA has no power to bind Riverside County to any contractual or legal

obligations, nor may the obligees of the IHSS PA seek recourse against Riverside County for any financial or legal obligations of the IHSS PA.

---

**A. DUAL INDEMNIFICATION**

PLAN shall indemnify and hold harmless the PA, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of PLAN, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of PLAN, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by, PLAN shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PA,; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

PA shall indemnify and hold harmless the PLAN, its Departments, their respective directors, officers, Governing Board, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of PA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of PA, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by PA, PA shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PLAN; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

**B. INDEPENDENT PARTIES**

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto. One party's employees shall not be entitled to any benefits payable to employees of the other party, including, but not limited to, Worker's Compensation benefits. The parties shall not be required to make any deductions for employees of the other party from the compensation payable under the provision of this MOU or any such forthcoming agreement.

As independent contractors, the parties hereby hold each other harmless from any and all claims that may be made against the other based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU. As part of the foregoing indemnity, the parties agree to protect and defend at its own expense, including attorney's fees, the other party, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this MOU.

C. NON-ASSIGNMENT

The parties shall not assign any interest in this MOU, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest without written consent of the other party shall be deemed void and of no force or effect.

D. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

PA: In-Home Supportive Services - Public Authority  
C/O Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

PLAN: Molina Healthcare of California  
Plan President  
200 Oceangate, Suite 100  
Long Beach, CA 90802

E. GOVERNING LAW

As it pertains to the administration of this MOU, PLAN and PA shall comply, when applicable, with all laws, rules, regulations, requirements, and directives of the State of California, including the California Department of Social Services, and other applicable state agencies.

F. JURISDICTION

This MOU shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the appropriate courts located in the County of Riverside, State of California.

G. MODIFICATION

This MOU may be amended at any time by mutual agreement of the parties. Such amendments shall not be binding upon either party unless they are in writing and signed by the personnel authorized to bind each of the parties.



Either party may immediately amend this MOU to maintain consistency and/or compliance with any state or federal laws by giving the other party at least forty-five (45) business days' notice unless a shorter timeframe is necessary for compliance.

#### H. EXTENSION

This MOU may be extended upon both parties agreement in writing.

#### I. TERMINATION

1. Termination without cause: This MOU may be terminated by either party without cause at any time following 30 days written notice to the other party.
2. Termination with cause: This MOU may be terminated by either party with cause at any time following 10 days written notice to the other party. In the event of a breach of any material provision of this MOU, the party claiming the breach will give the other party written notice of termination setting forth the facts underlying its claim(s) that the other party has breached the MOU. The party receiving the notice of termination shall have thirty (30) days from the date of receipt of such notice to remedy or cure the claimed breach to the satisfaction of the other party. During this thirty (30) day period, the parties agree to meet as reasonably necessary and to confer in good faith in an attempt to resolve the claimed breach. If the party receiving the notice of termination has not remedied or cured the breach within such thirty (30) day period, the party who provided the notice of termination shall have the right to immediately terminate this MOU.
3. Immediate Termination. Notwithstanding any other provision of this MOU, or unless otherwise mutually agreed to in writing by both parties, this MOU may immediately be terminated upon written notice to the other party in the event any of the below occurs.
  - a. PA's license or certificate to render health care services is limited, suspended or revoked, or disciplinary proceedings are commenced against PA by the state licensing authority;
  - b. Either party fails to maintain adequate levels of insurance ;
  - c. Either party becomes insolvent or files a petition to declare bankruptcy or for reorganization under the bankruptcy laws of the United States, or a trustee in bankruptcy or receiver for PA or Plan is appointed by appropriate authority;
  - d. Plan reasonably determines that PA's facility or equipment is insufficient to render services;
  - e. Either party is excluded from participation in Medicare or state health care programs pursuant to Section 1128 of the Social Security Act;
  - f. PA is terminated as a provider by any state or federal health care program;
  - g. Either party engages in fraud or deception, or permits fraud or deception by another in connection with each party's obligations under this MOU;

- h. Plan reasonably determines that health care services are not being properly provided, or arranged for by PA, and that such failure poses a threat to client' health and safety;
  - i. PA violates any state or federal law, statute, rule, regulation or executive order; or
  - j. PA fails to satisfy the terms of a corrective action plan.
4. This MOU will be terminated if the contract between DHCS and the PLAN is terminated.

#### J. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- a. Both parties shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, and all other appropriate governmental agencies Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this MOU and constitutes grounds for the termination of this MOU.
- b. Both parties further certifies that it is not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts

#### K. INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure- in coverage amounts appropriate for the size and nature of its facility and its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this MOU is a material breach of contract and is grounds for termination of the MOU.

#### L. ARBITRATION.

In the event of any dispute arising out of or relating to this MOU, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, MOLINA AND PA shall continue without delay to carry out all its responsibilities under this MOU unless the MOU is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this MOU or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law

M. DUPLICATE COUNTERPARTS

This MOU may be executed in duplicate counterparts. The MOU shall be deemed executed when it has been signed by both parties.

N. AUTHORITY TO EXECUTE

The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal and actual authority to bind the Parties to the terms and conditions of this MOU

**X. ACCEPTANCE**

This document is the full and complete MOU between RIVERSIDE COUNTY IHSS-PA and Molina Healthcare of California.

For RIVERSIDE COUNTY IHSS-PA

By: \_\_\_\_\_  
John J. Benoit  
Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY: ESJ  
ERIC STOPHER DATE 2/16/16

Date: \_\_\_\_\_

For PLAN – Molina Healthcare of California

By: Richard Chambers  
Richard Chambers  
President

Date: 1/22/16

**COORDINATED CARE INITIATIVE  
CAL MEDICCONNECT**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
RIVERSIDE COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (PA)  
AND  
INLAND EMPIRE HEALTH PLAN (PLAN)**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into by and between the Riverside County In-Home Supportive Services Public Authority, hereinafter referred to as "PA", for the County of Riverside and Inland Empire Health Plan (IEHP), hereinafter collectively referred to as "PLAN", to establish and maintain an emergency/back-up plan in case the regularly assigned In-Home Supportive Services (IHSS) home care provider does not arrive to deliver activities of daily living which are essential to that client's health and safety. The Back-Up System (BUS) provides short-term authorization for a back-up/replacement IHSS provider until a more permanent home-care provider is established.

The process to request and dispatch BUS services is outlined in Exhibit A and incorporated into this agreement by this reference.

All terms and conditions of Memorandum of Understanding AS-02561 between the PA and IEHP are in effect and incorporated in this agreement by this statement.

**II. TERMS**

This MOU is effective July 1, 2015 through June 30, 2016 and renewing automatically in one-year increments unless terminated as noted in Section IX.I.

**III. DEFINITIONS**

- A. "Contract Care Agency" refers to the vendor utilized to provide approved In-Home Supportive Services (IHSS) providers to provide services to clients.
- B. "Back-up System (BUS)" refers to In-Home Supportive Service (IHSS) service referrals that must be responded to within 24 hours.
- C. "IHSS" refers to In-Home Supportive Services.

- D. "BUS Provider" refers to a short-term or emergency replacement IHSS provider who can respond on short or limited notice to provide specific services in the event the regular/hired IHSS provider is unable to provide services as contracted.

#### **IV. SCOPE OF WORK**

Welfare and Institutions Code (WIC) section 14186.35(a) requires that IHSS be a Medi-Cal benefit available through managed care health plans in specified counties. WIC section 14186.35(a)(9) states that managed care health plans shall enter into an MOU with a county agency and the county's PA, pursuant to Section 12301.6, to continue to perform their respective functions and responsibilities pursuant to the existing ordinance or contract, until the Director of Health Care Services provides notification pursuant to subdivision (a) of Section 12300.7 for that county.

PLAN is the entity responsible for the provision of IHSS as a benefit of managed care through a contract with the California Department of Health Care Services (DHCS). PLAN will perform tasks related to the administration of the IHSS program specified in WIC section 12301.6 (c) and (e).

All functions in this agreement are subject to all legislation, WIC provisions and regulations governing the Coordinated Care Initiative CCI.

#### **V. PA RESPONSIBILITIES**

PA shall:

- A. Identify a PA staff to act as BUS coordinator and liaison to the PLAN.
- B. Develop and maintain a Provider Back-up System (BUS) Registry of BUS Providers able to respond to emergency requests for in-home care.
  - a. Ensure that BUS Providers meet all Program eligibility requirements when payments are generated through the IHSS Case Management, Information, and Payrolling System (CMIPS II). BUS Providers are not required to be part of the PA registry. In order to receive payment for BUS services, BUS Providers must complete the County vendor-enrollment process.
- C. Receive and review BUS Provider requests.
- D. Develop a communication/dispatch system for after hours or weekend support.
- E. Monitor, confirm, and reconcile BUS Provider's service hours.
- F. Develop quarterly report of expenditures for PLAN.

## **VI. PLAN RESPONSIBILITIES**

PLAN shall:

- A. Assign staff to be liaison with PA.
- B. Authorize temporary assistance through the Riverside County IHSS Public Authority Provider Back-Up System (BUS) on an emergency and after-hours basis. Emergency/back-up services reimbursable through the PLAN are only applicable when absence of a home care provider poses immediate risk and safety concerns, including but not limited to, the circumstances described below:
  - 1. Unforeseen circumstances, the regular provider is not available and client does not have adequate care or meal services;
  - 2. A change in medical condition, the regular provider (or relative/spouse) is unable to appropriately meet the new level of care needed;
  - 3. The client is in need of emergency (after hours, and weekend hours) and short-term services in the home until a more permanent care plan and home care provider are in place.
- C. Reimburse PA for all costs associated with this agreement.

## **VII. JOINT RESPONSIBILITIES**

PLAN and PA shall jointly:

- A. Establish a communication and approval process to dispatch Provider BUS response and ensure accurate and timely compensation.
- B. Reconcile quarterly billing reports as outlined in Section VIII.D.1.
- C. Initiate and authorize BUS referrals
- D. Identify and coordinate resources to deliver provider "specialized training" (for example paramedical services, working with people with dementia and cognitive impairment, etc.) to ensure that client services agreed upon in the MOU are delivered.

## VIII. FISCAL

### A. MAXIMUM REIMBURSABLE AMOUNT

The total payment under this agreement shall not exceed \$24,999 annually.

### B. UNIT OF SERVICE

1. PLAN shall fund BUS care services authorized on or after the date of IHSS application
2. PLAN will reimburse PA an amount of \$3.00 per hour for BUS services if the client is being served within the State IHSS authorized hours.
  - a. Some common examples of BUS services eligible for the \$3.00 reimbursement include:
    - o Regular provider is not available and client does not have adequate care or meal services;
    - o Regular provider is unable to appropriately meet a new level of care;
    - o Client needs emergency and short term services in the home until a permanent provider is in place; and,
    - o Clients discharged from a facility with pending IHSS authorization in need of immediate caregiver service
3. PLAN will reimburse PA the amount of \$14.50 per hour if the client is being served beyond the State IHSS authorized hours. Instances where members are being served over their state IHSS authorized hours, must be pre-approved by PLAN. PLAN will follow their existing Care Plan Options policy.
  - a. PLAN can refer family care giver for BUS services
    - o HP will call referral to PA for service
  - b. PLAN will authorize BUS service
  - c. Some common examples of the "over rate" (\$14.50) for BUS related services include:
    - o Temporary (less than 1 week) need for caregiver
    - o Prevent skilled nursing facility placement
    - o Pending IHSS reassessment
    - o Member condition worsens before end of the month and condition requires more housekeeping, laundry, errands, etc.
  - d. Each BUS referral is not to exceed \$500 per instance



### C. ADVANCE PAYMENT

The PLAN shall provide the PA with an advance payment of \$10,000 within 30 days of execution of the initial agreement. At the beginning of each subsequent fiscal year (July 1 – June 30), the PLAN shall replenish the fund to \$10,000 so that the PA will start each year with \$10,000. At the conclusion of the agreement, all unused funding will be returned to the PLAN.

### D. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

1. The PA will submit a quarterly reconciliation report to the PLAN to validate utilization of the advance funding. Documentation of all payments to the BUS providers including supporting documentation will be provided with the report.

a. Quarterly billing reconciliation will include:

- Client Demographics
- BUS Service hours authorized by date
- Client condition justifying BUS dispatch
- Projected annual BUS cost

2. The PA will submit a written request for additional funding if projected utilization of the advance payment will be exhausted prior to the end of the fiscal year.

## IX. GENERAL PROVISIONS

The IHSS PA is an independent legal entity, separate and apart from the County. The IHSS PA has no power to bind the County to any contractual or legal obligations. By executing this agreement IEHP understands that the obligees of the IHSS PA are not entitled to seek recourse against the County for any financial or legal obligations of the IHSS PA.

### A. DUAL INDEMNIFICATION

PLAN shall indemnify and hold harmless the PA, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of PLAN, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of PLAN, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by, PLAN shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PA, County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

PA shall indemnify and hold harmless the PLAN, its Departments, their respective directors, officers, Governing Board, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of PA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of PA, its officers, employees, subcontractors, agents or representatives Indemnitors from this MOU.

With respect to any action or claim subject to indemnification herein by PA, PA shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of PLAN; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PLAN's indemnification to Indemnitees as set forth herein.

## B. INDEPENDENT PARTIES

It is understood and agreed that the parties are independent contractors and that no relationship of employer-employee exists between the parties hereto. One party's employees shall not be entitled to any benefits payable to employees of the other party, including, but not limited to, Worker's Compensation benefits. The parties shall not be required to make any deductions for employees of the other party from the compensation payable under the provision of this MOU or any such forthcoming agreement.

As independent contractors, the parties hereby hold each other harmless from any and all claims that may be made against the other based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU. As part of the foregoing indemnity, the parties agree to protect and defend at its own expense, including attorney's fees, the other party, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this MOU.

C. NON-ASSIGNMENT

The parties shall not assign any interest in this MOU, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest without written consent of the other party shall be deemed void and of no force or effect.

D. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

PA: In-Home Supportive Services - Public Authority  
C/O Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503

PLAN: Inland Empire Health Plan  
Chief Executive Officer  
10801 Sixth Street, Suite 120  
Rancho Cucamonga, CA 91730

E. GOVERNING LAW

As it pertains to the administration of this MOU, PLAN shall comply, when applicable, with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon PA, which are equally applicable and made binding upon PLAN as though made with PLAN directly.

F. JURISDICTION

This MOU shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the appropriate courts located in the County of Riverside, State of California.

G. MODIFICATION

No part of this MOU may be modified, altered amended, waived or changed without express written consent of the Parties hereto.

This MOU may be amended at any time by written, mutual consent of all parties.

H. EXTENSION

This MOU may be extended upon both parties agreement in writing.

I. TERMINATION

1. This MOU may be terminated by either party without cause following 30 days written notice.
2. Termination with cause: This MOU may be terminated immediately by either party if the terms of this MOU are violated.
3. This MOU will be terminated if the contract between DHCS and the PLAN is terminated.

J. AUTHORITY TO EXECUTE

The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal and actual authority to bind the Parties to the terms and conditions of this MOU.

**X. ACCEPTANCE**

This document is the full and complete MOU between RIVERSIDE COUNTY IHSS-PA and INLAND EMPIRE HEALTH PLAN.

For RIVERSIDE COUNTY IHSS-PA

By: \_\_\_\_\_  
John J. Benoit  
Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY: Eric Stopher  
ERIC STOPHER  
DATE: 2/16/12

Date: \_\_\_\_\_

For PLAN – Inland Empire Health Plan

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

Date: 12/28/15

For PLAN – IEHP Health Access

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

Date: 12/28/15