

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

916



**FROM:** Community Health Agency, Department of Public Health

**SUBMITTAL DATE:**  
August 10, 2010

**SUBJECT:** Ratify the First Amendment to the Agreement between the County of Riverside Department of Public Health (DOPH) and Inland Empire Health Plan (IEHP) for Professional Services for the Family Asthma Program

**RECOMMENDED MOTION:**

- 1) Ratify the First Amendment to the Agreement between the County of Riverside Department of Public Health (DOPH) and Inland Empire Health Plan (IEHP) in the amount of \$22,000 annually, each year from July 1, 2010 through June 30, 2013; and
- 2) Authorize the Purchasing Agent to sign subsequent amendments that make only ministerial changes to the Agreement or which extend the Agreement for future years not exceeding the total amount stated in the original Agreement.
- 3) Authorize the Chairperson to sign three (3) originals of said Amendment on behalf of the County.

**BACKGROUND:**

Continued on page 2

Initials: YS

Michael Osur, Deputy Director for  
Susan Harrington, Director Department of Public Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 22,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11
<b>SOURCE OF FUNDS:</b> 100% funded by IEHP				<b>Positions To Be Deleted Per A-30</b> <input type="checkbox"/>
				<b>Requires 4/5 Vote</b> <input type="checkbox"/>

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

APPROVE

**County Executive Office Signature**

BY:   
Debra Courmeyer

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: August 31, 2010  
xc: CHA-Public Health, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:** 09/10/04, 3.23 & 11/20/01, 3.15 **District:** All **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.26**

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE: 8/10/10  
Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

Policy ☒ Policy ☒  
Consent ☐ Consent ☐  
Dep't Recomm.: Per Exec. Ofc.:

**SUBJECT:** Ratify the First Amendment to the Agreement between the County of Riverside Department of Public Health (DOPH) and Inland Empire Health Plan (IEHP) for Professional Services for the Family Asthma Program

**BACKGROUND:**  
(Continued)

IEHP, as a Local Initiative Medi-Cal Managed Care Plan, is required to coordinate public health services with the public health departments of Riverside and San Bernardino Counties. Since 2002, the Community Health Agency has been contracted by IEHP to provide its members asthma education classes. Therefore, IEHP is requesting to continue contracting with the Community Health Agency to provide an Asthma Education Program.

YEAR	AMOUNT
2010 - 2011	\$ 22,000
2011 - 2012	\$ 22,000
2012 - 2013	\$ 22,000

FIRST AMENDMENT  
TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
INLAND EMPIRE HEALTH PLAN  
AND  
RIVERSIDE COUNTY  
THROUGH ITS COMMUNITY HEALTH AGENCY  
AND DEPARTMENT OF PUBLIC HEALTH  
(IEHP FAMILY ASTHMA PROGRAM)

WHEREAS, the Inland Empire Health Plan, a public entity of the State of California, hereinafter referred to as IEHP, and **Riverside County through its Community Health Agency and Department of Public Health** hereinafter referred to as CONTRACTOR agree to amend the Professional Services Agreement ("Agreement") between them dated **August 13, 2007**, to be effective upon date of execution by all parties:

NOW THEREFORE, the parties agree as follows:

A. Section 2.0, ("PERIOD OF PERFORMANCE"), Paragraph B, is amended to read as follows:

"Notwithstanding the date of execution of this amendment to the Agreement, the Agreement, as amended, shall be effective as of July 1, 2010, and shall continue in effect through June 30, 2011 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 1<sup>st</sup> and ending on June 30<sup>th</sup> 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 the conclusion of three (3) years from the date of the initial term or on or before three (3) years from the date of renewal by the Board."

B. ATTACHMENT A – SCOPE OF SERVICES is hereby deleted in its entirety and replaced by the new ATTACHMENT A – SCOPE OF SERVICES attached hereto.

C. ATTACHMENT B – SCHEDULE OF FEES is hereby deleted in its entirety and replaced by the new ATTACHMENT B – SCOPE OF SERVICES attached hereto.

- D. ATTACHMENT C – OWNERSHIP INFORMATION is hereby deleted in its entirety and replaced by the new ATTACHMENT C – OWNERSHIP INFORMATION attached hereto.
- E. All other terms and conditions of said Agreement are to remain in full force and effect.

(THE BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK)

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

CONTRACTOR certifies that the individual signing below has the 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 executed this First Amendment to the Professional Services Agreement in San Bernardino, California.

**CONTRACTOR:**

**INLAND EMPIRE HEALTH PLAN**

By: *Marion Ashley*  
Board of Supervisors  
of Riverside County **MARION ASHLEY**

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

Date: AUG 31 2010

Date: 6/7/10

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis* 8/16/10  
NEAL R. KIPNIS DATE

By: SIGNATURE ON BEHALF OF  
IEHP GOVERNING BOARD  
Chair, IEHP Governing Board APPROVED IN  
RESOLUTION 09-98  
(Contracts Under \$50,000)

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

ATTEST:

KECIA HARPER-HEM, Clerk

By: *Kecia Harper-Hem*  
DEPUTY

Attest: *Debra Hargrove*  
Secretary, IEHP Governing Board

Date: 6-7-10

Approved as to Form and Consent:

PAMELA J. WALLS  
County Counsel

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

Date: 6/14/10

**ATTACHMENT A**  
**SCOPE OF SERVICES**

RIVERSIDE COUNTY  
THROUGH ITS COMMUNITY HEALTH AGENCY  
AND DEPARTMENT OF PUBLIC HEALTH  
IEHP ASTHMA PROGRAM  
Effective: July 1, 2010

1. CONTRACTOR will conduct an Asthma Education Program ("Program") for IEHP Members in Riverside. The Program will include one 2½-hour education class, distribution of an asthma kit, 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 kits and incentives.

11. A Registered Respiratory Therapist, Registered Nurse, or other educator, as approved by IEHP, will present the Asthma Education Program classes.
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 kits and incentives to the CONTRACTOR for program participants.
14. Each class will have a maximum of 20 participants including Members and their support person(s).
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**

RIVERSIDE COUNTY  
THROUGH ITS COMMUNITY HEALTH AGENCY  
AND DEPARTMENT OF PUBLIC HEALTH  
IEHP ASTHMA PROGRAM  
Effective: July 1, 2010

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 30 days of the completion of a Program. The invoice must include documentation of Member's attendance and dates of attendance.
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:** Riverside County Community Health Agency, Department of Public Health

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

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

**Phone:** (951) 358-4977 **Fax:** (951) 358-7165

**Email Address(es):** cedmond@co.riverside.ca.us

**President:** Eric Frykman, MD **Contact Person:** Consuela T. Edmond

**Person Signing Contract:** Board of Supervisors of Riverside County

**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