

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



ITEM  
3.25  
(ID # 7628)

**MEETING DATE:**

Tuesday, September 11, 2018

**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Professional Services Agreement with Inland Empire Health Plan for the Loving Support Breastfeeding Program for the period of July 1, 2018 through June 30, 2019, Districts – All [\$150,000 – 100% IEHP]

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

1. Ratify and approve the Professional Services Agreement with Inland Empire Health Plan for the Loving Support Breastfeeding Program for the period of July 1, 2018 through June 30, 2019 in the amount of \$150,000, and authorize the Chairman of the Board to sign the agreement on the behalf of the County.

**ACTION:** Policy

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Ashley  
Nays: None  
Absent: Tavaglione  
Date: September 11, 2018  
xc: Public Health

Kecia Harper-Ihem  
Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$150,000	\$0	\$150,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% IEHP			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19	

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

**BACKGROUND:**

**Summary (continued)**

The Inland Empire Health Plan (IEHP) is providing funding to the County of Riverside, Department of Public Health, Nutrition and Health Promotion Branch, for the provision of breastfeeding support services for the residents of Riverside County. The services to be provided are the 24 hour a day Loving Support Breastfeeding Helpline, coordinated outreach to health professionals and twice monthly support groups for breastfeeding women and their families at the IEHP Community Resource Center in Riverside.

The Loving Support Breastfeeding Program has been in existence since 2000 and this funding will allow services to continue for families in Riverside County. The Helpline staff consists of Internationally Board Certified Lactation Consultants (IBCLC) and Lactation Educators that make outgoing calls to breastfeeding mothers to encourage and support breastfeeding and answer incoming calls to triage and provide counseling for their concerns and questions.

The Professional Services Agreement for Loving Support Breastfeeding Program with Inland Empire Health Plan has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

The Loving Support Breastfeeding Program enables mothers, families and health professionals the support they need to encourage and continue breastfeeding infants of Riverside County. It is well documented that exclusive breastfeeding leads to healthier infants and mothers, increased satisfaction, decreased absenteeism at work and decreased land waste. The Loving Support Breastfeeding Program has been utilized by residents, the healthcare community and businesses in their support for breastfeeding women in Riverside County.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Inland Empire Health Plan has awarded the County of Riverside, Department of Public Health, Nutrition and Health Promotion Branch funding for the Loving Support Breastfeeding Program for the period of July 1, 2018 through June 30, 2019 in the amount of \$150,000.

**ATTACHMENTS:**

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

**Attachment A: Professional Services Agreement for Loving Support Breastfeeding  
Program with Inland Empire Health Plan**

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**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**LOVING SUPPORT BREASTFEEDING PROGRAM**

**BETWEEN**

**INLAND EMPIRE HEALTH PLAN**

**AND**

**COUNTY OF RIVERSIDE, DEPARTMENT OF PUBLIC HEALTH**

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**PROFESSIONAL SERVICES AGREEMENT  
INLAND EMPIRE HEALTH PLAN**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Inland Empire Health Plan (“IEHP”), a local public entity of the State of California, and County of Riverside, Department of Public Health (“CONTRACTOR”) (jointly, “Parties”):

**RECITALS**

WHEREAS, IEHP is in need of the professional services offered by CONTRACTOR; and

WHEREAS, CONTRACTOR provided IEHP with documentation of its qualifications to perform the scope of work described in Attachment A;

NOW THEREFORE in consideration of the mutual covenants contained herein and in the following attachments:

ATTACHMENT A – SCOPE OF SERVICES  
ATTACHMENT B – SCHEDULE OF FEES  
ATTACHMENT C – OWNERSHIP INFORMATION

The Parties mutually agree as follows:

**1. SERVICES**

- A. CONTRACTOR shall fully perform, complete and deliver on time, the services specified in Attachment A in accordance with industry performance standards.
- B. During the term of this Agreement, CONTRACTOR, at its sole expense, shall maintain any applicable professional license(s), permits and certifications required by law in connection with the performance of services herein.
- C. CONTRACTOR shall not contract with any other entity or individual to perform, in whole or in part, the services required hereunder without the express written approval of IEHP.

**2. COMPENSATION**

- A. IEHP shall compensate CONTRACTOR as outlined in Attachment B upon approval of a properly presented invoice for services. Payment shall be made “net-30” terms from the date of receipt of a complete invoice. Invoices from CONTRACTOR must be received by IEHP no later than ninety (90) days from the last day of the month which services were rendered. Invoices submitted after the aforementioned time period are not eligible for reimbursement.
- B. The Parties expressly agree that payment to CONTRACTOR does not constitute or imply acceptance by IEHP of any portion of CONTRACTOR’s work.
- C. Compensation per this Agreement is contingent upon availability of state and federal funds. If, for any reason, such funds are not forthcoming, IEHP shall notify CONTRACTOR in writing and this Agreement shall be rendered null and void on the date of receipt. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of costs for services rendered in accordance with this Agreement.

**3. TERM AND TERMINATION**

- A. Term of Agreement. This Agreement shall be effective from July 1, 2018 (“Effective Date”) to June 30 2019, unless terminated earlier in accordance with the terms of this Agreement.
- B. Termination.
  - 1) IEHP, in its sole discretion, reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days’ written notice to CONTRACTOR.
  - 2) IEHP may terminate CONTRACTOR for cause if CONTRACTOR fails to fulfill its obligations under this Agreement, engages in fraud or any other unlawful activity, excluded, terminated, or suspended from participation in any state or federal health care program. Such termination shall be affected upon five (5) days’ written notice to CONTRACTOR.
- C. Effect of Termination.
  - 1) If, for any reason, this 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, including without limitation, copies of work papers, schedules or other work products related to this Agreement.

- 2) Unless otherwise provided herein, the rights and obligations of any party which by their nature extend beyond the expiration or termination of this Agreement, shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement. This includes, without limitation, the following provisions: INDEMNIFICATION, LIMITATION OF LIABILITY, CONFIDENTIALITY, GOVERNING LAW, and VENUE.

**4. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, and hold harmless IEHP, its Governing Board, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees"), at its sole expense, from and against any and all costs, fees, liabilities or expenses, losses, costs of investigations, defense, settlement, claim, demand, and expense of any kind, arising out of the performance of services or the omissions of the CONTRACTOR, its officers, employees, subcontractors, agents or representatives pursuant to this Agreement (and as noted in Attachment A).

**5. LIMITATION OF LIABILITY**

Without affecting the indemnification obligations set forth in this Agreement, 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.

**6. INSURANCE**

CONTRACTOR shall maintain, at its sole cost and expense, insurance coverage CONTRACTOR customarily required to perform CONTRACTOR's business operations, in amounts necessary to protect CONTRACTOR, its officers, agents, and employees, as applicable, in the discharge of its responsibilities and obligations under this Agreement.

**7. CONFIDENTIALITY**

With consent of the other party, ("Disclosing Party") or as otherwise required by law, each party receiving Confidential Information ("Receiving Party"), shall only disclose such information to its employees and third party consultants who have a bona fide need to know and a written agreement restricting use and disclosure to no less an extent as that required of the parties under this Agreement or as otherwise required by law.

**8. NONDISCRIMINATION**

CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status or age in the performance of this Agreement, and, to the extent they shall be found to be applicable

hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 *et seq.* of the Government Code), and Federal Civil Rights Act of 1964 (P.L. 88-352).

**9. CONFLICT OF INTEREST**

CONTRACTOR shall have no interest and/or acquire any interest, direct or indirect, which will conflict with the performance of services required under this Agreement.

**10. PROTECTED HEALTH INFORMATION (“PHI”)**

In the event that there is PHI shared between the Parties pursuant to the services rendered under this Agreement, the Parties shall comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA), codified at Title 45, C.F.R., Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (HITECH), Public Law 111-5, enacted February 17, 2009, and the laws and regulations promulgated subsequent hereto and as amended. The 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 HIPAA and HITECH to ensure the Parties compliance with HIPAA, HITECH, and the laws and regulations promulgated subsequent hereto and as amended.

**11. PUBLIC ENTITY STATUS; BROWN ACT/PUBLIC RECORDS ACT**

The Parties acknowledge and agree that IEHP is a local public entity of the State of California subject to the Brown Act, *California Government Code Sections 54950 et seq.*, and the Public Records Act, *California Government Code Sections 6250 et seq.*

**12. COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS**

- A. General. The Parties shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect, subsequently amended or hereafter enacted, including, but not limited to, applicable executive orders, directives, requirements (including state and/or federal contract requirements), and standards by any organization having jurisdiction over IEHP, including accrediting organizations, to regulate the delivery of health care services. All the aforementioned items are incorporated herein by reference.



B. Plan Licensing/State Requirements. CONTRACTOR understands that IEHP is a Medi-Cal Managed Care Health Plan and subject to the requirements under applicable laws (including but not limited to the Knox-Keene Health Care Service Plan Act and the Waxman-Duffy Prepaid Health Plan Act), contractual obligations set forth under the contract between IEHP and the California Department of Health Care Services (“DHCS”), and regulations promulgated by the California Department of Managed Health Care (“DMHC”) and DHCS. CONTRACTOR understands that specified requirements of the DHCS and DMHC may apply to CONTRACTOR as a contractor of IEHP.

13. NOTICES

Other than correspondences for which email communication is expressly reserved pursuant to this Agreement, all notices must be in writing mailed to the addresses below or to such other address(es) as the Parties designate in writing. Notices sent by certified United States mail or commercial courier shall be deemed received on the date of receipt.

IEHP:

Bradley P. Gilbert, M.D.  
Chief Executive Officer  
IEHP  
10801 Sixth Street, Suite 120  
Rancho Cucamonga, CA 91730  
(909) 890-2000  
cc: Purchasing Department  
Purchasing@iehp.org

CONTRACTOR:

Kim Saruwatari, MPH  
Director  
County of Riverside, Department of Public Health  
4065 County Circle Drive  
Riverside, CA 92501  
(951) 358-7036

14. SEVERABILITY

Each provision of this Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, illegal, void, or unenforceable, the rest of the Agreement will remain in full effect.

15. WAIVER

A waiver by a party of a breach of one (1) or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach.

**16. INDEPENDENT CONTRACTOR**

The Parties expressly agree that CONTRACTOR is an independent contractor and not an agent, employee, officer or otherwise of IEHP. Neither party's officers, agents, employees or subcontractors, shall be entitled to any benefits payable to employees of the other party, including Workers' Compensation Benefits.

**17. GOVERNING LAW; VENUE**

- A. This Agreement shall be governed and interpreted under the laws of the State of California, excluding its conflicts of law provisions.
- B. The provisions of the Government Claims Act (*California Government Code Sections 900 et seq.*) must be followed for any disputes under this Agreement.
- C. Any actions and proceedings arising in connection with this Agreement, shall be litigated in the state or federal (if permitted by law) courts located in the counties of San Bernardino or Riverside, State of California.

**18. FORCE MAJEURE**

Each party shall be excused from performance hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond the reasonable control of such party, including, without limitation, acts of God, war, or action of a governmental entity; provided that the affected party provides the other party with prompt written notice thereof and uses all reasonable efforts to remove or avoid such causes.

**19. ASSIGNMENT**

A party may not sell, assign, transfer, or otherwise convey this Agreement without the prior express written consent of the other party. Any attempted assignment of this Agreement not in accordance with this Section shall be null and void.

**20. CHANGE OF OWNERSHIP**

CONTRACTOR shall not materially cause, permit, or suffer any change that would result in a change of control of CONTRACTOR, without obtaining prior express written consent of IEHP.

**21. ALTERATION AND/OR AMENDMENT**

The Parties may alter, amend, or change the terms of this Agreement only by a written document signed by the Parties, and, if necessary, authorized by the Parties' respective governing boards.

**22. ENTIRE AGREEMENT**

This Agreement, including all attachments, incorporated herein by reference, contains the entire Agreement and supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the Parties.

**23. COUNTERPARTS; SIGNATURES**

This Agreement may be executed in separate counterparts, and each counterpart shall be deemed one documents and become a binding agreement upon execution by the Parties. The Parties' faxed signatures, and/or signatures scanned into PDF format, shall be effective to bind them to this Agreement.

(SIGNATURE PAGE TO FOLLOW)



IN WITNESS WHEREOF, the Parties hereto certify that the individuals signing below have authority to execute this Agreement on behalf of their respective organizations, and may legally bind them to the terms and conditions of this Agreement, and any attachments hereto. The parties have signed this Professional Services Agreement as set forth below.

County of Riverside:

INLAND EMPIRE HEALTH PLAN:

By:   
Board of Supervisors of Riverside County  
Chuck Washington

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

Date: SEP 11 2018

Date: 8/22/18

**FORM APPROVED COUNTY COUNSEL**  
BY:  8/21/18  
DANIELLE D. MALAND DATE

Signature on Behalf of  
IEHP Governing Board  
By:   
Chair, IEHP Governing Board  
**Approved in**  
**Minute Order 16-64**  
**(Contracts Under \$200,000)**  
Date: \_\_\_\_\_

ATTEST:  
KECIA HARPER-IEHP, Clerk  
By:   
DEPUTY

Attest:   
Secretary, IEHP Governing Board

Date: 8/22/18

Approved as to Form:

By:   
Steve J. Sohn  
Managing Counsel  
Inland Empire Health Plan

Date: 8-22-18

## ATTACHMENT A

### SCOPE OF SERVICES

County of Riverside, Department of Public Health

#### **Program Overview:**

County of Riverside, Department of Public Health, Loving Support Breastfeeding Program (LSBP) provides accessible and comprehensive breastfeeding education, support and assistance to families and services to improve the health, social-emotional and developmental status of children.

The LSBP is comprised of two components: (1) Services for Families; and (2) Services for Professionals Serving Families.

#### **Services for Families:**

The LSBP is designed to assist all new families. LSBP utilizes breastfeeding education and support strategies that are effective in increasing breastfeeding initiation and duration among women residing in Riverside County. The LSBP provides information, encouragement and assistance to new mothers to ensure they have the necessary resources to successfully breastfeed at birth through at least, their baby's first year.

The Loving Support Breastfeeding Support Helpline, managed by Lactation Counselors and delivered countywide, provides mothers the assistance and referrals they need; the Loving Support program also maintains a toll-free phone resource and website which is regularly updated with current resources relevant to prenatal and breastfeeding women.

#### **Services for Professionals Serving Families**

LSBP will coordinate with IEHP to provide outreach to Riverside County delivery hospitals and Health Professionals to maintain referrals to Loving Support Breastfeeding Helpline. Resources for professionals will be updated and maintained on website.

#### **Scope of Work**

Inland Empire Health Plan (IEHP) will provide financial support for the following LSBP services:

1. LSBP will provide breastfeeding support utilizing the Loving Support Breastfeeding Helpline 24 hours a day, 7 days a week.
2. LSBP will provide outreach to Riverside County hospitals and obstetricians/pediatricians to promote referrals to the Helpline and the Breastfeeding Support group.

3. LSBP will outreach and collaborate with local community/public health programs to promote referrals to Loving Support Helpline and Breastfeeding Support Group.
4. LSBP will provide a Breastfeeding Support Group at the Riverside IEHP Community Resource Center. Support Groups will be offered twice a month; each group will have a duration of one (1) hour.
  - a. For participants who express interest in attending a Group in an additional preferred language, and who provide sufficient advance notice, LSBP staff will coordinate interpretation services and supplies (an IEHP benefit) with IEHP Health Education Department staff.
  - b. Services (Helpline and Support Groups) and related educational materials will be provided in a culturally competent manner, in English, Spanish, and all other IEHP threshold languages. Support Group services will be provided in a suitable, safe venue that complies with the ADA and Section 1557 Anti-Discrimination legislation.
  - c. As is the case for all IEHP-sponsored programs, Support Groups will be subject to scheduled and unscheduled Health Education Department audits for quality assurance purposes.
  - d. IEHP will provide marketing materials to its Members and network Providers to promote Group attendance.
5. LSBP will provide reminders to IEHP Members who call in to the Helpline regarding postpartum visit completion and the completion of the childhood immunization series.
6. LSBP will provide the following quarterly reports to IEHP:
  - a. Aggregate reports describing payer mix of individuals receiving services from the LSBP,
  - b. Aggregate reports describing “exclusive” and “any” breastfeeding rates at newborn, 6 weeks and 6 months of age of IEHP Members who access the Breastfeeding Helpline services, and
  - c. Aggregate reports describing the number of participants at all LSBP Breastfeeding Support Groups.

**ATTACHMENT B**

**SCHEDULE OF FEES**

County of Riverside, Department of Public Health

1. CONTRACTOR shall invoice IEHP electronically for Loving Support Breastfeeding Program fees to IEHP's Accounts Payable Office at [accounts payable@iehp.org](mailto:accounts payable@iehp.org). Each invoice shall cite the CONTRACTOR's name, address, and remit to address, description of the work performed, the time period covered by the invoice, and the amount of payment requested.
2. CONTRACTOR requests for payments and reimbursements must comply with the requirements set forth in Attachment A.
3. Requests for services shall be on an as needed basis with the following fee schedule:

Date	Deliverables Due	Payment Amount
90 Days from Execution Date	Quarter 1 Aggregate Reports; 6 Support Groups Completed	\$37,500
180 Days from Execution Date	Quarter 2 Aggregate Reports; 6 Support Groups Completed	\$37,500
270 Days from Execution Date	Quarter 3 Aggregate Reports; 6 Support Groups Completed	\$37,500
360 Days from Execution Date	Quarter 4 Aggregate Reports; 6 Support Groups Completed	\$37,500

*Total Not to Exceed Amount - \$150,000 from July 1, 2018 – June 30, 2019.*

4. CONTRACTOR TRAVEL REIMBURSEMENTS  
IEHP will not provide travel reimbursements for this service.

**ATTACHMENT C**

**OWNERSHIP INFORMATION**

**Contractor's Name:** County of Riverside

**Tax Identification Number (TIN):** 95-6000930

**Address:** 4065 County Circle Drive

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

**Phone:** \_\_\_\_\_

**President:** Board of Supervisors **Contact Person:** \_\_\_\_\_

**Person Signing Contract:** Chuck Washington, Chairman of the Board

**Contract Broker Representative:** Kim Saruwatari or designee

Please circle below how your organization is legally organized:

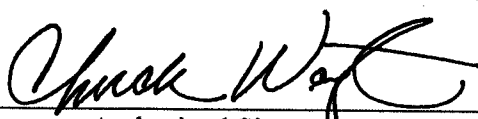
- **Sole Proprietorship**
- **Partnership (LLC, etc.)**
- **Corporation**
  - **Privately Held Company\***
  - **Publicly Traded Company**
  - **Non-Profit Entity**

**Government Agency**

- **Other (please indicate):** \_\_\_\_\_

\*If Privately Held Company, please indicate the below information of the owners, officers, stockholders, and creditors if such interest is over 5%.

**Name** **Ownership/Creditorship % (If greater than 5% interest)**



Authorized Signature

SEP 11 2018

Date

ATTEST:

KECIA HARPER-IHEM, Clerk

By   
DEPUTY