

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



**ITEM
3.25
(ID # 10590)**

MEETING DATE:

Tuesday, September 24, 2019

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Approve the Professional Services Agreement for Loving Support Breastfeeding Program Between Inland Empire Health Plan and Riverside County Department of Public Health; All Districts. [\$75,000 annually - 100% Contract Revenue] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the Professional Services Agreement for Loving Support Breastfeeding Program between Inland Empire Health Plan and Riverside County Department of Public Health (Agreement) in the amount of \$75,000 for a period of October 1, 2019 through September 30, 2020;
2. Direct the Auditor-Controller to make the budget adjustments per the attached Schedule A;
3. Authorize the Chair of the Board to sign two (2) originals of the Agreement on behalf of the County; and
4. Authorize the Director of Public Health, or designee, to take all steps necessary to implement the Agreement including, but not limited to, signing attachments and reports, or other related documents required for the Agreement, subject to County Counsel approval.

ACTION:4/5 Vote Required, Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 24, 2019
xc: RUHS-Public Health

Kecia R. Harper
Clerk of the Board

Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$56,250	\$18,750	\$75,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Contract Revenue			Budget Adjustment: Yes	
			For Fiscal Year: 19/20-20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Inland Empire Health Plan is providing additional funding to the Riverside County Department of Public Health's Nutrition and Health Promotion Branch, for the provision of breastfeeding support services for the residents of Riverside County. The services to be provided include a 24-hour Loving Support Breastfeeding Helpline and coordinated outreach to health professionals.

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, answer incoming calls to triage, and provide counseling for their concerns and questions.

Impact on Residents and Businesses

The Loving Support Breastfeeding program provides 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

Riverside University Health System (RUHS) – Public Health has been awarded an Agreement in the amount of \$75,000 for the period of performance of October 1, 2019 through September 30, 2020 for the Loving Support Breastfeeding Program.

Funding Breakdown by Fiscal	
FY 19/20	\$ 56,250
FY 20/21	\$ 18,750
Total Budget	\$ 75,000

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

ATTACHMENTS

- Schedule A
- IEHP Professional Services Agreement

**SCHEDULE A
RUHS - Public Health
Budget Adjustment
Fiscal Year 2019/2020**

INCREASE IN APPROPRIATIONS:

10000 -	4200100000 -	510040 Regular Salaries	\$27,599
10000 -	4200100000 -	518100 Budgeted Benefits	\$15,393
10000 -	4200100000 -	523700 Office Supplies	\$750
10000 -	4200100000 -	523760 Postage-Mailing	\$750
10000 -	4200100000 -	524500 Administrative Support-Direct	\$10,748
10000 -	4200100000 -	527780 Special Program Expense	\$750
10000 -	4200100000 -	528920 Car Pool Expense	\$110
10000 -	4200100000 -	529040 Private Mileage Reimbursement	<u>\$150</u>
		TOTAL INCREASE IN APPROPRIATIONS:	\$56,250

INCREASE IN ESTIMATED REVENUE:

10000 -	4200100000 -	781360 Other Misc Revenue	<u>\$56,250</u>
		TOTAL INCREASE IN ESTIMATED REVENUES:	\$56,250



THIS DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you

PROFESSIONAL SERVICES AGREEMENT

FOR

LOVING SUPPORT BREASTFEEDING PROGRAM

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

COUNTY OF RIVERSIDE, DEPARTMENT OF PUBLIC HEALTH

SEP 24 2019 3.25



**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”), with reference to the following facts:

RECITALS

WHEREAS, IEHP is in need of the professional services offered by CONTRACTOR;
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 may be presented to the Governing Board of IEHP for approval and 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, and in the following exhibits or attachments attached hereto and incorporated herein by this reference:

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

The Parties hereto mutually agree as follows:

1. SERVICES

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide the services necessary to perform in a complete, skillful and professional manner all those services described in Attachment A. CONTRACTOR agrees to maintain any applicable professional license(s) as required by law at all times while performing services under this Agreement.

- B. Other than as specifically indicated in Attachment A, CONTRACTOR will not utilize the services of any subcontractors in providing the services required hereunder without IEHP's prior written approval. CONTRACTOR shall request approval by submitting a written description of the services to be subcontracted. If approved by IEHP, CONTRACTOR shall remain the prime contractor for the services and be responsible for the conduct and performance of each approved subcontractor. All references to CONTRACTOR in this Agreement in the context of providing services, where applicable, will also include CONTRACTOR's approved subcontractors.
- C. CONTRACTOR, or its agents or subcontractors, shall not perform any services outside the United States of America without IEHP's prior written consent. In the event CONTRACTOR is in breach of this Section, IEHP shall have, in its sole discretion, the right to immediately terminate this Agreement.

2. COMPENSATION

- A. IEHP shall compensate CONTRACTOR for the services set forth in Attachment A, 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.
- B. IEHP shall make payments to CONTRACTOR as outlined in Attachment B. CONTRACTOR shall submit invoices to IEHP for authorized services within thirty (30) days of the month of the rendered service. Invoices from CONTRACTOR must be received by IEHP no later than ninety (90) days from the month wherein the services were rendered; invoices submitted after ninety (90) days from the month of services are not eligible for reimbursement.
- C. Other than as stated on Attachment B, price increases will not be permitted during the Agreement term. If applicable, annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Riverside, San Bernardino and Ontario areas and be subject to satisfactory performance review by IEHP and approved (if needed) for budget funding by the Governing Board.
- D. The total compensation payable under this Agreement shall not exceed shall not exceed Seventy-Five Thousand Dollars (\$75,000.00). In no event shall compensation exceed this amount without a written amendment to this Agreement authorizing such increase in total compensation payable to CONTRACTOR. CONTRACTOR agrees to monitor its costs at all times and provide IEHP forty-five (45) days' written notice if CONTRACTOR becomes aware that it may exceed the total compensation authorized pursuant to this Section.
- E. It is expressly agreed between the parties that payment to CONTRACTOR does not constitute or imply acceptance by IEHP of any portion of the CONTRACTOR's work.

- F. 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 for services rendered in accordance with this agreement.

3. 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 refund the disallowed amount to IEHP within thirty (30) days of IEHP's written 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.

4. TERM AND TERMINATION

- A. Term of Agreement. This Agreement shall be effective as of October 1, 2019 ("Effective Date") and shall continue in effect through September 30, 2020 ("Initial Term") unless earlier terminated in accordance with the provisions of 4B. this Agreement. At the end of the Initial Term, upon thirty (30) days written notice, IEHP shall have the option to extend this Agreement for up four (4) consecutive, one (1) year terms ("Extended Term(s)"). This Agreement shall immediately lapse unless IEHP exercises its option to extend the term at the end of the Initial Term or any Extended Term.
- B. Termination.
- 1) Termination for Convenience. IEHP may terminate this Agreement, for convenience, upon sixty (60) days' written notice in accordance with Section 18 (NOTICES).
 - 2) Termination for Cause. 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 in accordance with Section 18 (NOTICES).
 - 3) Immediate Termination. Immediate termination shall be available to the non-defaulting party, as specified below, by providing written notice in accordance with Section 18 (NOTICES).

- i. IEHP may immediately terminate this Agreement upon IEHP's determination that CONTRACTOR has engaged in a fraudulent activity against IEHP or its health plan members.
- ii. If CONTRACTOR is excluded, terminated, or suspended from participation in any state or federal health care program, including, without limitation, appearing on the federal List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (SIPL), or the System for Award Management (SAM). CONTRACTOR understands that IEHP is prohibited from paying CONTRACTOR for any services rendered on or after the date of exclusion.
- iii. Pursuant to any provision of this Agreement which expressly authorizes immediate termination.

4) Effect of Termination.

- i. 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.
- ii. 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: DISALLOWANCE, INDEMNIFICATION, LIMITATION OF LIABILITY, WORK PRODUCT AND INTELLECTUAL PROPERTY, CONFIDENTIALITY, and GOVERNING LAW; VENUE.

5. INDEMNIFICATION

- A. CONTRACTOR shall indemnify, and hold harmless IEHP, its Governing Board, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from liability, loss, settlement, claim, demand, and expense of any kind, arising out of the performance of services or the omission of any required act under the Agreement (and as noted in Attachment A), of the CONTRACTOR, its officers, employees, subcontractors, agents or representatives. CONTRACTOR shall defend the Indemnitees in any claim or action based upon any such alleged acts or omissions, at its sole expense, which shall include all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlement or awards.
- B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 IEHP; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.
- C. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to IEHP the appropriate form of dismissal relieving IEHP from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. 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.

7. INSURANCE

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

- A. Workers' Compensation - covering all of CONTRACTOR's personnel performing services under this Agreement as prescribed by the laws of the jurisdiction where work is performed. Policy shall include Employers' Liability

including Occupational Disease with limits not less than \$1,000,000 per person per accident.

- B. Commercial General Liability - including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, with a general aggregate limit of no less than two (2) times the occurrence limit.
- C. Vehicle Liability - all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit, with a general aggregate limit of no less than two (2) times the occurrence limit.
- D. Professional Liability - a limit of liability not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. CONTRACTOR shall ensure continuous coverage for such length of time as necessary to cover any and all claims (i.e. appropriate Tail Coverage for coverage written on a claims made basis, etc.).
- E. Cyber and Privacy Liability - covering claims involving privacy violations, information theft, damage to or destruction of electronic information, negligent, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The below referenced coverage is required only if any products and/or services related to professional services or information technology (including hardware and/or software) are provided to IEHP under this Agreement for such length of time as necessary to cover any and all claims.
 - 1) Privacy & Network Liability: \$1,000,000
 - 2) Internet Media Liability: \$1,000,000
 - 3) Business Interruption & Expense: \$1,000,000
 - 4) Data Extortion: \$1,000,000
 - 5) Regulatory proceeding: \$1,000,000
 - 6) Data Breach Notification & Credit Monitoring: \$1,000,000

In the event of a breach, it is the CONTRACTOR's obligation to notify IEHP's Compliance department immediately, but no later than 24 hours via telephone to the Compliance Hotline (866) 355-9038 and via email to the Compliance Mailbox compliance@iehp.org.

- F. General Insurance Provisions – All lines.
 - 1) Insurance to be placed with insurers with a current A. M. BEST rating of not less than A: VIII (A:8) unless otherwise acceptable to IEHP.
 - 2) CONTRACTOR must declare any deductibles or self-insured retentions ("SIRs") for insurance coverage required to be approved by IEHP. Should



any deductibles or SIRs be unacceptable to IEHP, IEHP may require CONTRACTOR to: 1) reduce or eliminate such deductibles or SIRs; 2) provide proof of ability to pay such required fees/expenses within the retention or deductible; and 3) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) CONTRACTOR shall furnish IEHP with either 1) original Certificate(s) of Insurance or amendatory endorsements effecting coverage as required herein, or 2) if requested 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, CONTRACTOR shall provide no less than thirty (30) days' written notice to IEHP prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In such event, this Agreement shall terminate forthwith, unless IEHP receives, prior to such effective date, another properly executed original Certificate of Insurance, including all endorsements, evidencing the coverage set forth herein are in full force and effect. **CONTRACTOR shall not commence operations until IEHP has been furnished original Certificate(s) of Insurance and endorsements.**
- 4) CONTRACTOR's insurance shall be construed as primary insurance, and IEHP's insurance shall not be construed as contributory. Additionally, the above-referenced policies shall be endorsed to waive subrogation in favor of IEHP and name IEHP as an Additional Insured, where applicable.
- 5) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to IEHP.
- 7) CONTRACTOR agrees to notify IEHP of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8. WORK PRODUCT AND INTELLECTUAL PROPERTY

- A. CONTRACTOR work product, including without limitation, all reports, findings, data or documents compiled or assembled by CONTRACTOR under this Agreement on behalf of IEHP, becomes the property of IEHP and shall be transmitted to IEHP at the termination of this Agreement (the "Deliverables").
- B. To the extent that any CONTRACTOR Information (as defined below) is contained in any of the Deliverables, CONTRACTOR hereby grants to IEHP a paid-up,

royalty-free, nonexclusive, perpetual license to use and reproduce such CONTRACTOR Information solely for IEHP's internal business operations.

- C. CONTRACTOR Information is defined as information created, acquired or otherwise to which CONTRACTOR has rights in (or may otherwise obtain rights in), including methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; and data, documentation, and proprietary information and processes.

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

On an annual basis, CONTRACTOR shall identify the names of the following persons and update such names by providing IEHP with thirty (30) days written notice of any changes in the information of such persons by listing them on Attachment C:

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

10. **NONDISCRIMINATION**

This Agreement hereby incorporates by reference the provisions of *Title 2, CCR, Sections 11105 et seq.*, as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of *Title 2, CCR, Sections 11105 et seq.*, and further agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement.

11. **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.

12. PROTECTED HEALTH INFORMATION (“PHI”)

In the event that there is PHI shared between IEHP and CONTRACTOR pursuant this Agreement, 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, 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, for purposes of services rendered pursuant to the Agreement. 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. The Parties further agree that it shall be in compliance with the requirements of HIPAA, HITECH, and the laws and regulations promulgated subsequent hereto and as amended.

13. CONFIDENTIALITY

- A. Each Party receiving Confidential Information (a “Receiving Party”) hereunder, as defined below, shall hold the Confidential Information in strict confidence and use and access the Confidential Information only as is necessary for the performance of this Agreement. Each Receiving Party may only disclose Confidential Information to its employees and third party consultants who have a bona fide need to know and who have a written agreement restricting use and disclosure of Confidential Information to no less an extent as that required of the parties under this Agreement or as otherwise required by law. Receiving Party shall not otherwise disclose Confidential Information without the prior written consent of the other party (the “Disclosing Party”) or as otherwise required by law.
- B. Confidential Information means any technical, financial, trade secrets, or any information the Disclosing Party has received from others, including personal information, which it is obligated to treat as confidential or proprietary, including without limitation, any and all ideas, techniques, processes, methods, systems, cost data, computer programs, formulas, work in progress, customers/members, business plans, and other business information. Confidential Information shall not include any information that:
- 1) Is or becomes available to the public (other than through any act or omission of Receiving Party);
 - 2) Is required to be disclosed pursuant to an applicable law, subpoena, or court order, provided that the Receiving Party notifies the Disclosing Party to allow Disclosing Party to protect its interests, if desired;
 - 3) Is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party;

- 4) Is lawfully known by the Receiving Party at the time of disclosure or otherwise lawfully obtained by a third party with no obligation of confidentiality.

14. PUBLIC ENTITY STATUS; BROWN ACT/PUBLIC RECORDS ACT

The parties hereby 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.*

15. 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. The parties shall further observe and comply with all applicable executive orders, directives, requirements (including state and/or federal contract requirements), and standards by any organization having jurisdiction over IEHP to regulate the delivery of health care services. This shall include applicable accrediting organizations. All the aforementioned items are hereby made a part hereof and 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.

16. AUDIT RIGHTS

- A. CONTRACTOR understands that IEHP is a health plan regulated by entities, including without limitation, DMHC, DHCS, and the Centers for Medicare and Medicaid Services. To the extent CONTRACTOR is identified as a subcontractor for which IEHP is required to do oversight due to its legal and/or contractual obligations to such regulatory agencies, the following provisions shall apply:
 - 1) Maintenance of Records. CONTRACTOR will maintain complete and accurate books, records and documentation, including audited financial statements prepared in accordance with generally accepted accounting procedures and practices, to sufficiently and properly reflect the services provided and CONTRACTOR's direct and indirect costs invoiced in the

performance of the Agreement. The retention period for such books and records shall be for a period of ten (10) years or as otherwise stated in the Attachments to this Agreement.

- 2) Records Subject to Inspection. All books, records, documents, and other materials maintained by CONTRACTOR and relating to the Agreement will be subject, at reasonable times during regular business hours and upon thirty (30) days prior written notice, to examination, inspection, copying, or audit by authorized IEHP personnel. The parties agree that books, records, documents, and other evidence of accounting procedures and practices related to CONTRACTOR's cost structure, including overhead, general and administrative expenses, and profit factors will be excluded from IEHP's review.
- 3) Subcontracts. CONTRACTOR will incorporate into any subcontracts the records retention and review requirements of this Section.

17. EXCLUSION/DEBARMENT LISTS

- A. CONTRACTOR represents that it, and the employees and consultants engaged under this Agreement, are not excluded, debarred, or suspended individuals/entities under any exclusion or debarment list relating to state or federal health care programs, including the Federal List of Excluded Individuals/Entities, System for Award Management, and the Suspended and Ineligible Provider List. CONTRACTOR warrants that such status shall be maintained throughout the term of this Agreement.
- B. CONTRACTOR understands that appearing on any such list requires IEHP to terminate this Agreement immediately, and prohibits IEHP from paying CONTRACTOR for any services rendered on or after the date of exclusion. Should CONTRACTOR be in receipt of payment for services rendered after the exclusion date, CONTRACTOR agrees to submit a refund of such fees upon written notice by IEHP. IEHP expressly reserves its right to recoup payment of such fees under Section 3 (DISALLOWANCE).

18. NOTICES

Other than correspondences for which email communication is expressly reserved pursuant to the terms of this Agreement, all notices required or contemplated by this Agreement shall be delivered to the respective parties in the manner and at the addresses set forth below or to such other address(es) as the parties may hereafter designate, in writing. Such notices will be deemed given if sent by certified United States mail or commercial courier, at the time of receipt confirmed by corresponding documentation.



IEHP:

Jarrod McNaughton, MBA, FACHE
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, California 92501
(951) 358-7036

19. SEVERABILITY

In the event any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

20. WAIVER

A waiver by a party 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. INDEPENDENT CONTRACTOR

It is understood and agreed that the relationship between the parties is an independent contractor relationship. Neither party, including its officers, agents, employees or subcontractors, shall be considered to be employees of the other, nor entitled to any benefits payable to such employees, including Workers' Compensation Benefits. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

22. GOVERNING LAW; VENUE

- A. The provisions of this Agreement shall be construed in accordance with 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. 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) courts located in the counties of San Bernardino or Riverside, State of California.

23. FORCE MAJEURE

Each party shall be excused from performing 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.

24. 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.

25. CHANGE IN CONTROL

CONTRACTOR must obtain IEHP's written consent prior to CONTRACTOR entering into (i) any transaction or series of related transactions (including, but not limited to, any reorganization, merger, or consolidation) that results in the transfer of 50% or more of the outstanding voting power; or (ii) sale of all or substantially all of the assets of the CONTRACTOR to another person or entity. In the event CONTRACTOR fails to obtain IEHP's prior written consent, IEHP shall have the option to terminate this Agreement immediately.

26. 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 or designee may authorize any alteration or revision of this Agreement on behalf of IEHP. Notwithstanding the foregoing, amendments required due to legislative, regulatory or other legal authority do not require the prior approval of CONTRACTOR and shall be deemed effective immediately (or such other time frame as required by law or regulation) upon CONTRACTOR's receipt of notice. Notice of amendments required by law, regulation or other legal authority may be given to CONTRACTOR via regular mail at the address provided in Section 18. NOTICES.

27. ENTIRE AGREEMENT

This Agreement, including all attachments, 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.

28. COUNTERPARTS; SIGNATURES

This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. 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,
DEPARTMENT OF PUBLIC HEALTH:**

By: [Signature]
Board of Supervisors of Riverside County
Kevin Jeffries

Date: SEP 24 2019

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 9/16/2019 DATE
AMRIT P. DHILLON

ATTEST:
KECIA R. HARPER, Clerk
By: [Signature]
DEPUTY

INLAND EMPIRE HEALTH PLAN:

By: [Signature]
Keenan Freeman, CFO for
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: 10-2-2019

Signature on Behalf of
IEHP Governing Board
By: Approved in
Chair, IEHP Governing Board
Minute Order 16-64

(Contracts Under \$200,000)

Date: _____

Attest: [Signature]
Secretary, IEHP Governing Board

Date: 10/2/19

Approved as to Form:

By: [Signature]
Steve J. Sohn
General Counsel
Inland Empire Health Plan

Date: 10-1-19



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 through the Loving Support Breastfeeding Helpline.
2. LSBP will provide outreach to Riverside County hospitals and obstetricians/pediatricians to promote referrals to the Helpline and will provide quarterly (detailed by month) updates on these efforts.



3. LSBP will outreach to and collaborate with local community/public health programs to promote referrals to Loving Support Helpline and will provide quarterly (detailed by month) update on these efforts.
 - a. Helpline Services are provided in a culturally competent manner, in English, Spanish, and all other IEHP threshold languages
4. 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.
5. LSBP will provide the following quarterly (detailed by month) reports to IEHP:
 - a. Aggregate monthly reports with the following data:
 - i. Description of payer mix of individuals receiving services from the LSBP,
 - ii. “Exclusive” and “any” breastfeeding rates at newborn, 6 weeks and 6 months of age of IEHP Members who access the Breastfeeding Helpline services, and
 - iii. Aggregate numbers of types of Helpline calls (latching issues, clinical issues, etc.)
 - iv. Aggregate number of unique Helpline callers and repeat Helpline calls.



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 apinvoices@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.
 - A. Invoices shall be paid electronically by IEHP to the banking institution/account numbers provided by the CONTRACTOR. In the event of a change in banking institution and/or account numbers, CONTRACTOR shall provide IEHP thirty (30) days prior written notice. IEHP will assume no liability for payments made to banking institutions and/or accounts that are due to CONTRACTOR'S failure to provide the correct information.
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. CONTRACTOR's hourly rates are as follows.

Date Due	Deliverables Due	Payment Amount Contingent Upon Receipt of Reports
January 10, 2020	Q1 Service period: 10/1/19-1/1/20 Aggregate of Attachment A-1 Reports	\$18,750
April 10, 2020	Q2 Service 2 period: 1/2/20-4/1/20 Aggregate of Attachment A-1 Reports	\$18,750
July 10, 2020	Q3 Service period: 4/2/20-7/1/20 Aggregate of Attachment A-1 Reports	\$18,750
October 9, 2020	Q4 Service period: 7/2/20-9/30/20 Aggregate of Attachment A-1 Reports	\$18,750
TOTAL PROJECT COSTS		\$

Total Not to Exceed Amount - \$75,000 from October 1, 2019 – September 30, 2020

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

