

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



**ITEM: 3.41
(ID # 12953)**

MEETING DATE:
Tuesday, August 25, 2020

FROM: PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Approve the Professional Services Agreement with Inland Empire Health Plan (IEHP) for enhanced Medi-Cal eligibility review services to IEHP members for one year in the amount of \$145,256, with the option to renew for four additional one-year periods for a total aggregate amount of \$786,754. [All Districts]; [Total Cost \$786,754; - 100% IEHP]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement (Agreement) with Inland Empire Health Plan (IEHP) for enhanced Medi-Cal eligibility review services to IEHP members for an amount of \$145,256 for one year, with the option to renew for four additional one-year periods for a total aggregate amount of \$786,754 through a term ending no later than August 31, 2025, and authorize the Director of the Department of Public Social Services (DPSS) to sign the Agreement on behalf of the County.
2. Authorize the Director of DPSS, or designee, based on the availability of fiscal funding and as approved by County Counsel to: a) take all necessary steps to administer and implement the Agreement; b) sign amendments that exercise the options of the agreement including modifications to the scope of services that stay within the intent of the Agreement; and c) sign amendments to the compensation provisions that do not exceed the sum total of four percent (4%) of the total annual cost of the contracts.

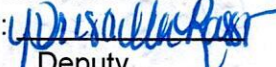
ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: Jeffries
Date: August 25, 2020
xc: DPSS

Kecia R. Harper
Clerk of the Board

By: 
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
REVENUE	\$ 145,256	\$ 151,066	\$ 786,754	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% IEHP			Budget Adjustment:	No
			For Fiscal Year: 20/21 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Inland Empire Health Plan (IEHP) provides managed health care services for low-income adults, families with children, seniors, and people with disabilities throughout Riverside County who are receiving Medi-Cal. Through partnerships and past Agreements, IEHP has identified Riverside County's Department of Public Social Services (DPSS) to review Medi-Cal eligibility for IEHP members for the purposes of a) assigning the correct aid code for individuals who are 65 and older with a non-senior aid code, if qualified; b) reviewing eligibility of IEHP Medi-Cal Members who are dually eligible with Medicare and an M1 aid code and changing the aid code with the most appropriate aid code; c) adding newborns to the mother's or legal guardian's existing Medi-Cal case; d) assisting IEHP Members who are temporarily disenrolled because of incomplete (or non-returning) annual redeterminations; and e) updating eligibility based on death status, demographic updates, county residence, among other updates. IEHP recognizes that DPSS has the authority to make the necessary changes to the member's Medi-Cal case, if appropriate, and the staff capacity to perform the duties in the Agreement.

Through this Agreement, IEHP hopes to improve its access to care for mutual IEHP and DPSS customers as well as improving IEHP's reporting. The proposed Agreement provides funding to DPSS for a one year term in the amount of \$145,256, with the option to renew for four additional one-year periods, for a total aggregate amount of \$786,754 for the period beginning by September 1, 2020 through no later than August 31, 2025. It is anticipated that funding to DPSS will increase about 4% each year.

FISCAL YEAR PERIOD	ANNUAL PAYMENT
September 1, 2020 through August 31, 2021	\$145,256
September 1, 2021 through August 31, 2022	\$151,066
September 1, 2022 through August 31, 2023	\$157,109
September 1, 2023 through August 31, 2024	\$163,393
September 1, 2024 through August 31, 2025	\$169,929
Total	\$786,754

Impact on Residents and Businesses

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

IEHP serves thousands of Riverside County residents who are receiving Medi-Cal with managed care services. DPSS is responsible for determining eligibility for Medi-Cal for Riverside County residents including making any necessary changes. This Agreement will provide much needed assistance to members of the public through increased services for access to care and benefits for Riverside County residents.


SUPPLEMENTAL:

Additional Fiscal Information

Funding for this Agreement will be covered 100% by IEHP. No General Funds will be expended on this project.

ATTACHMENTS:

Attachment A: AGREEMENT # DPSS-0002099 – IEHP



Gregory L. Priamos, Director County Counsel 8/1/2020



WHEN 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

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

AUG 25 2020 341

CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT (herein after referred to as "Agreement") is made and entered into by and between Inland Empire Health Plan ("IEHP"), a joint powers agency, and the County of Riverside, a political subdivision of the State of California, through its Department of Public Social Services ("DPSS"), with references to the following facts:

WHEREAS, DPSS provides important eligibility-related services for the Medi-Cal population of Riverside County, including IEHP Members; and

WHEREAS, the parties desire to enter into an agreement to increase DPSS services to the public by providing enhanced data entry and eligibility-related services for certain IEHP Members, based on its qualifications in performing such services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows, and in any exhibits or attachments attached hereto and incorporated herein by reference:

1. SERVICES

- A. Description of Services. DPSS shall increase its capacity to provide Medi-Cal eligibility-related services to the low-income population of Riverside County, including IEHP Members, as set forth in Attachment A, attached hereto and incorporated herein by reference.
- B. Scope of Services. DPSS shall furnish labor necessary to perform in a complete, skillful, and professional manner all those services described in Attachment A.

2. PERIOD OF PERFORMANCE

- A. The term of this Agreement shall become effective as of September 1, 2020, or upon the start date of the two full-time employees (FTEs), whichever is sooner, and shall continue in effect for an initial term of one year.
- B. The parties shall have the option to renew this Agreement on the anniversary date for four (4) additional one-year periods, not to exceed five (5) years in total, unless terminated as specified in Section 7 (TERMINATION).

3. COMPENSATION

- A. IEHP shall compensate DPSS in the manner described in Attachment B for the services set forth in Attachment A.

- B. In the event DPSS receives payment for services under this Agreement which are later disallowed for its material nonconformance with the terms and conditions herein, DPSS shall refund the disallowed amount to IEHP within ninety (90) days of IEHP's written request. IEHP retains the option to offset the amount disallowed from any payment due to DPSS under this Agreement, or under any other contract or agreement between DPSS and IEHP.

4. INDEPENDENT CONTRACTOR

It is understood and agreed that DPSS is acting as an independent contractor under this Agreement and that no relationship of employer-employee exists between the parties hereto. Unless otherwise provided for herein, neither party's officers, agents, employees or subcontractors, shall be entitled to any benefits payable to employees of the other party by virtue of this Agreement, including Workers' Compensation Benefits.

5. INDEMNIFICATION

- A. The County of Riverside shall indemnify, and hold harmless IEHP, its Governing Board, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as "IEHP 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 DPSS, its officers, employees, subcontractors, agents or representatives. The County of Riverside shall defend the IEHP 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. IEHP shall indemnify, and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "County 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 IEHP, its officers, employees, subcontractors, agents or representatives. IEHP shall defend the County 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.

6. INSURANCE

- A. Throughout the term of this Agreement, the County of Riverside shall maintain, at its sole cost and expense, insurance coverage it deems prudent and customary in the exercise of

its business operations, in amounts as may be necessary to protect DPSS and its officers, agents, and employees, as applicable, in the discharge of its responsibilities and obligations under this Agreement.

- B. Self-Insurance. Notwithstanding anything to the contrary contained herein, the County of Riverside may self-insure its insurance obligations under Section 6.

7. TERMINATION

- A. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice served upon the other party.
- B. Should IEHP determine that there is a basis for termination for cause; such termination shall be effected upon thirty (30) days written notice to DPSS.
- C. It is mutually agreed and understood that the obligations of both parties 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 the party seeking to terminate the Agreement pursuant to this provision shall immediately notify the other party in writing. This Agreement shall be deemed terminated and of no further force and effect immediately upon receipt of the written notification. In the event of such termination, DPSS shall be entitled to reimbursement of costs for services rendered up to the date of termination in accordance with this Agreement.

8. ASSIGNMENT AND DELEGATION

No contract or agreement shall be made by DPSS with any party for the furnishing of any of the work or services described herein, and in Attachment A hereto, and this Agreement shall not be assigned by DPSS, either in whole or in part, without prior written consent of IEHP.

9. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing, duly executed by the parties hereto. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10. NONDISCRIMINATION

DPSS 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).

11. CONFLICT OF INTEREST

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

12. AUDIT RIGHTS

DPSS understands that IEHP is a health plan regulated by entities, including without limitation, the California Department of Managed Health Care (DMHC), the California Department of Health Care Services (DHCS), and the Centers for Medicare and Medicaid Services. To the extent DPSS 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:

- A. Maintenance of Records. DPSS 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 DPSS'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.
- B. Records Subject to Inspection. All books, records, documents, and other materials maintained by DPSS 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.
- C. Subcontracts. DPSS will incorporate into any subcontracts the records retention and review requirements of this Section.

13. CONFIDENTIALITY

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.

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

The parties hereby acknowledge and agree that IEHP is a joint powers agency in the State of California and that DPSS is a department of the County of Riverside, a political subdivision of the State of California, and that both parties are 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 DPSS, 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. DPSS 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 DHCS, and regulations promulgated by the DMHC and DHCS. DPSS understands that specified requirements of the DHCS and DMHC may apply to services performed under this Agreement, and that such requirements will be provided to DPSS by IEHP.

16. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below, or to such other address(es) the parties may hereafter designate in writing. Delivery is deemed submitted one day after their deposit in the United States mail, postage prepaid:

IEHP:

Jarrold McNaughton, MBA, FACHE
Chief Executive Officer
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730
(909) 890-2000

DPSS:

Sayori Baldwin, Director
County of Riverside Department of
Public Social Services
4060 County Circle Drive
Riverside, CA
(951) 358-3000

17. SEVERABILITY

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

18. WAIVER

Waiver by either 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.

19. 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. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

20. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by this Agreement, shall be disposed as follows.

There will be three phases of Dispute Resolution and they are as follows:

- A. Phase 1
This phase of dispute resolution will be called "Phase 1 Informal Resolution", and it will be conducted between the DPSS liaison and IEHP liaison using the Agreement and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.
- B. Phase 2
This phase of dispute resolution will be called "Phase 2 Formal Resolution", and it will be between the Assistant Director of DPSS and/or his/her designee(s) and the Assistant Director of IEHP or designee. This incident must be written as a note to file.
- C. Phase 3
This phase of dispute resolution will be called "Phase 3 Formal Dispute Resolution," and will be conducted by the Director of IEHP and the Director of DPSS.

21. 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.

22. COUNTERPARTS; SIGNATURE

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. Additionally, each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23. ENTIRE AGREEMENT

This Agreement, including all attachments and manuals, is the entire agreement between the parties, supersedes all prior agreements, promises, negotiations or representations, either oral or written between the parties with respect to the subject matter and period governed by this Agreement. This Agreement may not be amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party charged.

24. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

The parties hereby certify that the individuals signing below have the authority to execute this Agreement on behalf of their respective entity, and to legally bind the respective party to the terms and conditions of this Agreement, and any attachments hereto.

25. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

**COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL
SERVICES**

By: _____
Sayori Baldwin
Director

Date: _____

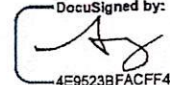
INLAND EMPIRE HEALTH PLAN

By:  _____
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Digitally signed by Jarrod McNaughton
DN: cn=Jarrod McNaughton, o=IEHP, email=garcia-j4@iehp.org, c=US
Date: 2020.07.20 15:21:23 -0700'

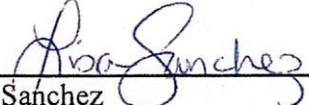
Date: _____

Approved as to Form: (IEHP)

By:  _____
Anna W. Wang
General Counsel
Inland Empire Health Plan

Date: 7/20/2020

Approved as to Form: (County)
Gregory P. Priamos
County Counsel

By:  _____
Lisa Sanchez
Deputy County Counsel
County of Riverside

Date: 7/21/2020

ATTACHMENT A

SCOPE OF SERVICES

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

1. DPSS shall perform the services as described below:

DPSS shall assign two full-time equivalent Eligibility Technicians II (ETs), employed by and under the supervision of DPSS, to perform the following eligibility functions exclusively for IEHP Members:

- A. Review eligibility of IEHP Medi-Cal Members who are 65 and older with a non-senior aid code, and then assign them with a senior aid code if qualified.
- B. Review eligibility of IEHP Medi-Cal Members who are dually eligible with Medicare and an M1 aid code and change the aid code with the most appropriate aid code if qualified.
- C. Add newborns to the mother's or legal guardian's existing Medi-Cal case.
- D. Assist IEHP Members who are temporarily disenrolled because of incomplete (or non-returning) annual redeterminations.
- E. Update eligibility status because of county residence.
- F. Update eligibility status because of death.
- G. Assist with the update of demographic changes (e.g., phone and address) at IEHP Members' requests, as time allows.

2. IEHP shall complete the following duties:

IEHP shall provide a list to DPSS by the 5th of the month via Secure File Transfer Protocol (SFTP) site or a SharePoint site. These lists will serve as the scope of work to be completed by the above-mentioned ETs, and will include the following:

- A. A list of cases to perform the eligibility functions identified in A through G above.
- B. Data elements for each case scenario as listed below:
 1. Review eligibility of IEHP Medi-Cal Members who are 65 and older with a non-senior aid code, and then assign them with a senior aid code if qualified. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's Case or family number
 2. Review eligibility of IEHP Medi-Cal Members who are dually eligible with Medicare and an M1 aid code and change the aid code with the most appropriate aid code if qualified. This list will include the following data elements:

- i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
3. Add newborns to the mother's or legal guardian's existing Medi-Cal case. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Newborn's first and last name
 - viii. Newborn's date of birth
 - ix. Newborn's gender
4. Assist IEHP Members who are temporarily disenrolled because of incomplete (or non-returning) annual redeterminations. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's Case or family number
 - vii. Member's date of disenrollment
5. Update eligibility status changes because of county residence. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's new county of residence
 - viii. Member's new address in the new county of residence
6. Update eligibility status changes because of death. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's date of death

3. DPSS and IEHP agree to the following terms:

- A. Except as otherwise indicated in the Agreement, DPSS shall provide (at DPSS's expense) all equipment, tools, and other materials necessary to provide the services hereunder, including workspace in DPSS facilities, or telework options, for the ETs.
- B. DPSS shall adhere to DPSS's existing process and performance standards (such as case volume or productivity metrics per FTE, processing time, etc.) when handling eligibility requests from IEHP.
- C. DPSS shall provide IEHP a monthly performance report by the 15th of the month for the performance of the previous month that includes the following metrics for case scenarios A through F (listed in Section 1 above). The report will be specific to the work processed by the aforementioned ETs and based on the lists of cases provided by IEHP. The report will be summary data showing:
 - A. Total requests reviewed under each case scenario.
 - i. Of the total requests reviewed, total requests completed.
 - ii. Of the total requests reviewed, total requests not completed and the corresponding reasons.
- D. IEHP and DPSS performance reports and files shall be saved in Excel format.
- E. Files shall be named as follows: with an underscore () between each word, dates in the format MMDDYYYY, and no backslashes (/). For example, the data provided on March 5th, 2018 would be named: "IEHP_Clients_03052018.xlsx".
- F. Each file provided will be separated by Excel tab for each case scenario.

ATTACHMENT B

COMPENSATION RATES

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

1. DPSS shall invoice IEHP electronically and quarterly to IEHP's Accounts Payable Office at apinvoices@iehp.org.
2. DPSS requests for payments and reimbursements must comply with any requirements set forth in Attachment A.
3. Within thirty (30) days of the end of each fiscal quarter DPSS will prepare and submit to IEHP Accounting staff, a reimbursement claim for services and expenditures performed and incurred during the quarter. Claim documentation will include, but is not limited to, a complete budget documentation of line item expenditures of Salaries & Benefits and Services & Supplies; and copies of timesheets, mileage log, pay registers, and vendor invoices, as applicable. Upon review and approval of the claim, IEHP shall provide payment within ten (10) business days.
4. IEHP is responsible for payment of invoices for services performed by DPSS for the period beginning September 1, 2020 or upon the start date of the full-time employees (FTEs), whichever is sooner, and continuing through the end of the Agreement as set forth in Section 2 (PERIOD OF PERFORMANCE).
5. DPSS's rates are as follows:

Year 1	\$ 145,256.21
Year 2	\$ 151,066.46
Year 3	\$ 157,109.12
Year 4	\$ 163,393.48
Year 5	\$ 169,929.22
Total	\$ 786,754.49



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT (herein after referred to as "Agreement") is made and entered into by and between Inland Empire Health Plan ("IEHP"), a joint powers agency, and the County of Riverside, a political subdivision of the State of California, through its Department of Public Social Services ("DPSS"), with references to the following facts:

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WHEREAS, the parties desire to enter into an agreement to increase DPSS services to the public by providing enhanced data entry and eligibility-related services for certain IEHP Members, based on its qualifications in performing such services.

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- B. In the event DPSS receives payment for services under this Agreement which are later disallowed for its material nonconformance with the terms and conditions herein, DPSS shall refund the disallowed amount to IEHP within ninety (90) days of IEHP's written request. IEHP retains the option to offset the amount disallowed from any payment due to DPSS under this Agreement, or under any other contract or agreement between DPSS and IEHP.

4. INDEPENDENT CONTRACTOR

It is understood and agreed that DPSS is acting as an independent contractor under this Agreement and that no relationship of employer-employee exists between the parties hereto. Unless otherwise provided for herein, neither party's officers, agents, employees or subcontractors, shall be entitled to any benefits payable to employees of the other party by virtue of this Agreement, including Workers' Compensation Benefits.

5. INDEMNIFICATION

- A. The County of Riverside shall indemnify, and hold harmless IEHP, its Governing Board, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as "IEHP 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 DPSS, its officers, employees, subcontractors, agents or representatives. The County of Riverside shall defend the IEHP 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. IEHP shall indemnify, and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "County 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 IEHP, its officers, employees, subcontractors, agents or representatives. IEHP shall defend the County 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.

6. INSURANCE

- A. Throughout the term of this Agreement, the County of Riverside shall maintain, at its sole cost and expense, insurance coverage it deems prudent and customary in the exercise of

its business operations, in amounts as may be necessary to protect DPSS and its officers, agents, and employees, as applicable, in the discharge of its responsibilities and obligations under this Agreement.

- B. Self-Insurance. Notwithstanding anything to the contrary contained herein, the County of Riverside may self-insure its insurance obligations under Section 6.

7. TERMINATION

- A. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice served upon the other party.
- B. Should IEHP determine that there is a basis for termination for cause; such termination shall be effected upon thirty (30) days written notice to DPSS.
- C. It is mutually agreed and understood that the obligations of both parties 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 the party seeking to terminate the Agreement pursuant to this provision shall immediately notify the other party in writing. This Agreement shall be deemed terminated and of no further force and effect immediately upon receipt of the written notification. In the event of such termination, DPSS shall be entitled to reimbursement of costs for services rendered up to the date of termination in accordance with this Agreement.

8. ASSIGNMENT AND DELEGATION

No contract or agreement shall be made by DPSS with any party for the furnishing of any of the work or services described herein, and in Attachment A hereto, and this Agreement shall not be assigned by DPSS, either in whole or in part, without prior written consent of IEHP.

9. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing, duly executed by the parties hereto. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10. NONDISCRIMINATION

DPSS 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).

11. CONFLICT OF INTEREST

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

12. AUDIT RIGHTS

DPSS understands that IEHP is a health plan regulated by entities, including without limitation, the California Department of Managed Health Care (DMHC), the California Department of Health Care Services (DHCS), and the Centers for Medicare and Medicaid Services. To the extent DPSS 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:

- A. Maintenance of Records. DPSS 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 DPSS'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.
- B. Records Subject to Inspection. All books, records, documents, and other materials maintained by DPSS 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.
- C. Subcontracts. DPSS will incorporate into any subcontracts the records retention and review requirements of this Section.

13. CONFIDENTIALITY

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.

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

The parties hereby acknowledge and agree that IEHP is a joint powers agency in the State of California and that DPSS is a department of the County of Riverside, a political subdivision of the State of California, and that both parties are 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 DPSS, 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. DPSS 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 DHCS, and regulations promulgated by the DMHC and DHCS. DPSS understands that specified requirements of the DHCS and DMHC may apply to services performed under this Agreement, and that such requirements will be provided to DPSS by IEHP.

16. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below, or to such other address(es) the parties may hereafter designate in writing. Delivery is deemed submitted one day after their deposit in the United States mail, postage prepaid:

IEHP:

Jarrold McNaughton, MBA, FACHE
Chief Executive Officer
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730
(909) 890-2000

DPSS:

Sayori Baldwin, Director
County of Riverside Department of
Public Social Services
4060 County Circle Drive
Riverside, CA
(951) 358-3000

17. SEVERABILITY

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

18. WAIVER

Waiver by either 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.

19. 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. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

20. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by this Agreement, shall be disposed as follows.

There will be three phases of Dispute Resolution and they are as follows:

A. Phase 1

This phase of dispute resolution will be called "Phase 1 Informal Resolution", and it will be conducted between the DPSS liaison and IEHP liaison using the Agreement and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.

B. Phase 2

This phase of dispute resolution will be called "Phase 2 Formal Resolution", and it will be between the Assistant Director of DPSS and/or his/her designee(s) and the Assistant Director of IEHP or designee. This incident must be written as a note to file.

C. Phase 3

This phase of dispute resolution will be called "Phase 3 Formal Dispute Resolution," and will be conducted by the Director of IEHP and the Director of DPSS.

21. 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.

22. COUNTERPARTS; SIGNATURE

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. Additionally, each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23. ENTIRE AGREEMENT

This Agreement, including all attachments and manuals, is the entire agreement between the parties, supersedes all prior agreements, promises, negotiations or representations, either oral or written between the parties with respect to the subject matter and period governed by this Agreement. This Agreement may not be amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party charged.

24. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

The parties hereby certify that the individuals signing below have the authority to execute this Agreement on behalf of their respective entity, and to legally bind the respective party to the terms and conditions of this Agreement, and any attachments hereto.

25. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

**COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL
SERVICES**

By: _____
Sayori Baldwin
Director

Date: _____

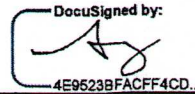
INLAND EMPIRE HEALTH PLAN

By:  _____
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Digitally signed by Jarrod McNaughton
DN: cn=Jarrod McNaughton, o, ou,
email=garcia-s4@iehp.org, c=US
Date: 2020.07.20 15:21:23 -0700'

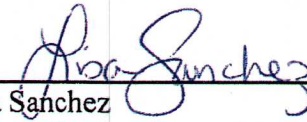
Date: _____

Approved as to Form: (IEHP)

By:  _____
Anna W. Wang
General Counsel
Inland Empire Health Plan

Date: 7/20/2020

Approved as to Form: (County)
Gregory P. Priamos
County Counsel

By:  _____
Lisa Sanchez
Deputy County Counsel
County of Riverside

Date: 7/21/2020

ATTACHMENT A

SCOPE OF SERVICES

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

1. DPSS shall perform the services as described below:

DPSS shall assign two full-time equivalent Eligibility Technicians II (ETs), employed by and under the supervision of DPSS, to perform the following eligibility functions exclusively for IEHP Members:

- A. Review eligibility of IEHP Medi-Cal Members who are 65 and older with a non-senior aid code, and then assign them with a senior aid code if qualified.
- B. Review eligibility of IEHP Medi-Cal Members who are dually eligible with Medicare and an M1 aid code and change the aid code with the most appropriate aid code if qualified.
- C. Add newborns to the mother's or legal guardian's existing Medi-Cal case.
- D. Assist IEHP Members who are temporarily disenrolled because of incomplete (or non-returning) annual redeterminations.
- E. Update eligibility status because of county residence.
- F. Update eligibility status because of death.
- G. Assist with the update of demographic changes (e.g., phone and address) at IEHP Members' requests, as time allows.

2. IEHP shall complete the following duties:

IEHP shall provide a list to DPSS by the 5th of the month via Secure File Transfer Protocol (SFTP) site or a SharePoint site. These lists will serve as the scope of work to be completed by the above-mentioned ETs, and will include the following:

- A. A list of cases to perform the eligibility functions identified in A through G above.
- B. Data elements for each case scenario as listed below:
 1. Review eligibility of IEHP Medi-Cal Members who are 65 and older with a non-senior aid code, and then assign them with a senior aid code if qualified. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's Case or family number
 2. Review eligibility of IEHP Medi-Cal Members who are dually eligible with Medicare and an M1 aid code and change the aid code with the most appropriate aid code if qualified. This list will include the following data elements:

- i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
3. Add newborns to the mother's or legal guardian's existing Medi-Cal case. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Newborn's first and last name
 - viii. Newborn's date of birth
 - ix. Newborn's gender
4. Assist IEHP Members who are temporarily disenrolled because of incomplete (or non-returning) annual redeterminations. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's Case or family number
 - vii. Member's date of disenrollment
5. Update eligibility status changes because of county residence. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's new county of residence
 - viii. Member's new address in the new county of residence
6. Update eligibility status changes because of death. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's date of death

3. DPSS and IEHP agree to the following terms:

- A. Except as otherwise indicated in the Agreement, DPSS shall provide (at DPSS's expense) all equipment, tools, and other materials necessary to provide the services hereunder, including workspace in DPSS facilities, or telework options, for the ETs.
- B. DPSS shall adhere to DPSS's existing process and performance standards (such as case volume or productivity metrics per FTE, processing time, etc.) when handling eligibility requests from IEHP.
- C. DPSS shall provide IEHP a monthly performance report by the 15th of the month for the performance of the previous month that includes the following metrics for case scenarios A through F (listed in Section 1 above). The report will be specific to the work processed by the aforementioned ETs and based on the lists of cases provided by IEHP. The report will be summary data showing:
 - A. Total requests reviewed under each case scenario.
 - i. Of the total requests reviewed, total requests completed.
 - ii. Of the total requests reviewed, total requests not completed and the corresponding reasons.
- D. IEHP and DPSS performance reports and files shall be saved in Excel format.
- E. Files shall be named as follows: with an underscore () between each word, dates in the format MMDDYYYY, and no backslashes (/). For example, the data provided on March 5th, 2018 would be named: "IEHP_Clients_03052018.xlsx".
- F. Each file provided will be separated by Excel tab for each case scenario.

ATTACHMENT B
COMPENSATION RATES

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

1. DPSS shall invoice IEHP electronically and quarterly to IEHP's Accounts Payable Office at apinvoices@iehp.org.
2. DPSS requests for payments and reimbursements must comply with any requirements set forth in Attachment A.
3. Within thirty (30) days of the end of each fiscal quarter DPSS will prepare and submit to IEHP Accounting staff, a reimbursement claim for services and expenditures performed and incurred during the quarter. Claim documentation will include, but is not limited to, a complete budget documentation of line item expenditures of Salaries & Benefits and Services & Supplies; and copies of timesheets, mileage log, pay registers, and vendor invoices, as applicable. Upon review and approval of the claim, IEHP shall provide payment within ten (10) business days.
4. IEHP is responsible for payment of invoices for services performed by DPSS for the period beginning September 1, 2020 or upon the start date of the full-time employees (FTEs), whichever is sooner, and continuing through the end of the Agreement as set forth in Section 2 (PERIOD OF PERFORMANCE).
5. DPSS's rates are as follows:

Year 1	\$ 145,256.21
Year 2	\$ 151,066.46
Year 3	\$ 157,109.12
Year 4	\$ 163,393.48
Year 5	\$ 169,929.22
Total	\$ 786,754.49