

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



ITEM: 3.21  
(ID # 13338)

**MEETING DATE:**  
Tuesday, September 15, 2020

**FROM:** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Approve the First Amendment to the Professional Services Agreement between Inland Empire Health Plan and Riverside County Department of Public Health for the Loving Support Breastfeeding Program through September 30, 2021; All Districts. [\$75,000 - 100% IEHP Funds]

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

1. Approve the First Amendment to the Professional Services Agreement (Amendment) between Inland Empire Health Plan (IEHP) and Riverside County Department of Public Health for the Loving Support Breastfeeding Program in the amount of \$75,000 through September 30, 2021;
2. Authorize the Chair of the Board to sign the Amendment on behalf of the County; and
3. Authorize the Director of Public Health, or designee, to take all steps necessary to implement the Amendment including, but not limited to, signing all certifications, assurances, reports, or other related documents required for the Amendment, subject to approval as to form by County Counsel.

**ACTION:** Policy

  
Kim Saruwatari, Director of Public Health 8/19/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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 15, 2020  
xc: RUHS-PH

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$56,250	\$18,750	\$75,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% IEHP Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21-21/22	

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

**BACKGROUND:**

**Summary**

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

Staff recommend approval of the First Amendment. County Counsel has reviewed the First Amendment and has approved it as to form.

**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**

IEHP has awarded RUHS-Public Health the amount of \$75,000 for the Loving Support Breastfeeding Program for the performance period of the date of execution through September 30, 2021.



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<b>Funding Breakdown by Fiscal</b>	
FY 20/21	\$56,250
FY 21/22	\$18,750
<b>Total Budget</b>	<b>\$75,000</b>

**Contract History**

The Riverside County Board of Supervisors approved the original Agreement with IEHP for Loving Support Breastfeeding Program on September 24, 2019, Action Item 3.25, in the amount of \$75,000 for the performance period of October 1, 2019 through September 30, 2020.

**ATTACHMENT:**

A. First Amendment to the Professional Services Agreement with IEHP

  
Brianna Lantajo, Management Analyst

9/8/2020

  
Gregory L. Priamos, Director County Counsel

9/4/2020

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.

**FIRST AMENDMENT**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**  
**FOR LOVING SUPPORT BREASTFEEDING PROGRAM**

**BETWEEN**

**INLAND EMPIRE HEALTH PLAN**

**AND**

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

WHEREAS, Inland Empire Health Plan ("IEHP"), a local public entity of the State of California, and County of Riverside, Department of Public Health, ("CONTRACTOR"), agree to amend the Professional Services Agreement, COUN-PSA-00846, (the "Agreement") between them dated October 1, 2019:

NOW THEREFORE, the parties agree as follows:

- A. Paragraph D of Section 2, (COMPENSATION), is hereby deleted in its entirety and replaced with the following:

"The total compensation payable under this Agreement shall not exceed Seventy Five Thousand Dollars (\$75,000). 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."

- B. Paragraph A of Section 4, (TERM AND TERMINATION), is hereby amended to add the following at the end of the existing section:

"An additional term of this Agreement shall commence on the date of last signature and shall continue in effect through September 30, 2021 unless earlier terminated in accordance with the provisions of Section 4.B. of this Agreement or in the event the maximum amount of this Agreement is exceeded, as set forth in Paragraph D of Section 2 (COMPENSATION).

- C. ATTACHMENT B (SCHEDULE OF FEES) is hereby deleted in its entirety and replaced with ATTACHMENT B (SCHEDULE OF FEES) dated July 14, 2020, added as attached hereto and incorporated by this reference.
- D. Paragraph A.2 of Section 16, Records Subject to Inspection shall be amended to add the following at the end of the existing section:
- "Notwithstanding the foregoing, to the extent CONTRACTOR does not maintain audited financial statements, IEHP shall maintain the right to conduct a financial audit to confirm CONTRACTOR's financial viability in connection with demonstrating CONTRACTOR 's ability to continue providing services in accordance with the standards outlined under this Agreement."
- E. Notwithstanding the date of execution, unless otherwise referenced, this First Amendment shall be effective the date of last signature.
- F. Except as amended hereby, all of the other terms and conditions of the Agreement are to remain in full force and effect.
- G. CONTRACTOR certifies that the individual signing below has the authority to execute this AMENDMENT on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this AMENDMENT, and any attachments hereto.

(SIGNATURE PAGE TO FOLLOW)



IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to the Professional Services Agreement as set forth below.

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

**INLAND EMPIRE HEALTH PLAN:**

By: *V. Manuel Perez*  
V. Manuel Perez  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Jarrod McNaughton, MBA, FACHE  
Chief Executive Officer

Date: SEP 15 2020

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

APPROVED COUNTY COUNSEL  
*APD* 9/14/2020  
AMRIT P. DHILLON DATE

By: \_\_\_\_\_  
Chair, IEHP Governing Board

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

ATTEST:  
KECIA R. HARPER, Clerk  
By: *Kecia R. Harper*  
DEPUTY

Attest: \_\_\_\_\_  
Secretary, IEHP Governing Board

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

Approved as to Form:

By: \_\_\_\_\_  
Anna Wang  
General Counsel  
Inland Empire Health Plan

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

**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](mailto:apinvoices@iehp.org). Each invoice shall cite the CONTRACTOR's name, address, and remit to address, description of the work performed, Tier, the time period covered by the invoice, the work order number, member information, 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:

<b>Due Date</b>	<b>Deliverables Due</b>	<b>Payment Amount Contingent Upon Receipt of Reports</b>
January 10, 2021	Q 1 Service period: 10/1/20 - 1/1/21 Aggregate of Attachment A-1 Reports	\$18,750
April 10, 2021	Q 2 Service period: 1/2/21 - 4/1/21 Aggregate of Attachment A-1 Reports	\$18,750
July 10, 2021	Q 3 Service period: 4/2/21 - 7/1/21 Aggregate of Attachment A-1 Reports	\$18,750
October 9, 2021	Q 4 Service period: 7/2/21 - 9/30/21 Aggregate of Attachment A-1 Reports	\$18,750

***Total not to exceed amount: \$75,000 from October 1, 2020 - September 30, 2021***

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