

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



ITEM: 3.16  
(ID # 24637)

MEETING DATE:  
Tuesday, July 02, 2024

FROM : RUHS-PUBLIC HEALTH

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Approve the Professional Service Agreement with Inland Empire Health Plan (IEHP) for the Loving Support Breastfeeding Program, Effective Upon Signature through March 31, 2027. All Districts. [Total aggregate amount \$612,500; up to \$122,500 in additional compensation – 100% State]

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

1. Approve the Professional Service Agreement with Inland Empire Health Plan (IEHP) for the Loving Support Breastfeeding Program, effective upon signature through March 31, 2027;
2. Authorize the Chair of the Board to sign the agreement, and Attachment C (Ownership Information) on behalf of the County; and
3. Authorize the Director of Public Health or designee, as approved as to form by County Counsel to: (a) sign any certifications, assurances, reports, or other related documents required by Inland Empire Health Plan; (b) sign amendments to the Agreement that include modifications of the statement of work or the performance period that stay within the intent of the Agreement; and (c) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (20%) of the total aggregate amount.

**ACTION:** Consent, Policy

  
Rachelle Roman, Deputy Director 6/26/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, 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 Gutierrez  
Nays: None  
Absent: None  
Date: July 2, 2024  
xc: RUHS-PH

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$131,250	\$306,250	\$612,500	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% State</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 24/25-26/27</b>	

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

**BACKGROUND:**

**Summary**

Inland Empire Health Plan (IEHP) is providing additional funding to Riverside University Health System – Public Health’s (RUHS-PH’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 (LSBP) has been in existence since 2000 and this funding will allow services to continue for families in Riverside County. The Helpline staff consists of Internationally Board-Certified Lactation Consultants (IBCLC) and Lactation Educators that make outgoing calls to breastfeeding mothers to encourage and support breastfeeding and answer incoming calls to triage and provide counseling for their concerns and questions.

The LSBP will provide targeted follow-up outreach calls among engaged IEHP Members who have utilized the Helpline, to provide ongoing support for breastfeeding and to support achieving the following care impact/outcome for IEHP Members:

- a. Engage Members (within 7-84 days) to improve postpartum visit completion with Primary Care Provider (PCP) to close care gaps;
- b. Engage infant/child to receive and be on track with first and second set of immunizations to close care gaps;
- c. Engage Members to follow up with newborn Well-Child Visits with PCP to close care gaps; and
- d. Completion of satisfaction survey in the LSBP program.

**Impact on Residents and Businesses**

The LSBP 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. LSBP has been utilized by

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

residents, the healthcare community, and businesses in their support for breastfeeding women in Riverside County.

**Additional Fiscal Information**

This Agreement does not require any county matching funds and there is no impact to County General Funds. The total aggregate amount awarded to RUHS-PH is \$612,500. The allocation will be distributed for each fiscal year as follows:

<b>County FY</b>	<b>Amount</b>
FY 24/25	\$131,250
FY 25/26	\$306,250
FY 26/27	\$175,000
<b>Total Aggregate</b>	<b>\$612,500</b>

**Contract History and Price Reasonableness**

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

The Riverside County Board of Supervisors approved the First Amendment to the Agreement with IEHP for Loving Support Breastfeeding Program on September 15, 2020, Agenda Item 3.21, to increase the amount by \$75,000 and extend the period of performance through September 30, 2021.

The Riverside County Board of Supervisors approved the Second Amendment to the Agreement with IEHP for Loving Support Breastfeeding Program on September 28, 2021, Agenda Item 3.15, to increase the amount by \$75,000 and extend the period of performance through September 30, 2022.

The current Agreement with IEHP will begin upon signature by both parties and will continue in effect through March 31, 2027.

**ATTACHMENTS:**

**ATTACHMENT A.** Professional Service Agreement with Inland Empire Health Plan

  
Douglas Cardonez Jr.

  
6/26/2024



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.

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**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**LOVING SUPPORT BREASTFEEDING PROGRAM**

**BETWEEN**

**INLAND EMPIRE HEALTH PLAN**

**AND**

**COUNTY OF RIVERSIDE ON BEHALF OF  
RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH**

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JUL 02 2024

3.16



**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, a political subdivision of the State of California, on behalf of its Riverside University Health System - 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. CONTRACTOR must disclose all current subcontracts which it holds related to the services performed under this Agreement in Attachment A. 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 along with the name of the subcontractor at least 90 days prior to the anticipated subcontractor start date. 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. If approved by IEHP, CONTRACTOR shall furnish to IEHP a copy of the executed subcontract. If the Plan Licensing/State Requirements, Medicare Advantage Program, or Covered California Addendum are included in this Agreement, the terms of those Addendums must also be included in any IEHP approved subcontract. 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 continental 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 Six Hundred Twelve Thousand and Five Hundred Dollars (\$612,500.00). 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.

### 4. TERM AND TERMINATION

- A. Term of Agreement. This Agreement shall be effective as of the date of last signature ("Effective Date") and shall continue in effect through March 31, 2027 ("Initial Term") unless earlier terminated in accordance with the provisions of Paragraph B of Section 4 (TERM AND TERMINATION) of this Agreement. 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. Either party may terminate this Agreement, for convenience, upon sixty (60) days' written notice to the other party 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. The non-defaulting party may immediately terminate this Agreement upon its determination that the other party has engaged in a fraudulent activity against the non-defaulting party or IEHP health plan members.
  - ii. If a party 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). If such party is CONTRACTOR, 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. MUTUAL INDEMNIFICATION**

**A. Indemnification by Contractor:**

1) 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.

It is not the intent of the parties that the provisions of this Section and the provisions of the Indemnification provision in Attachment D shall be in conflict. In the event of any conflict, the Indemnification provisions in Attachment D shall be interpreted to relate only to matters within the scope of the HIPAA Business Associates Agreement.

2) 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.

3) 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.

4) 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.

**B. Indemnification by IEHP:**

1) IEHP shall indemnify, and hold harmless CONTRACTOR, its Governing Board, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as "CONTRACTOR Indemnitees") from liability, loss, settlement, claim, demand, and expense of any kind, arising out of the failure of IEHP, its officers, employees, subcontractors, agents or representatives, as applicable, to perform IEHP's obligation(s) under this Agreement. IEHP shall defend the CONTRACTOR 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.

2) With respect to any action or claim subject to indemnification herein by IEHP, IEHP 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 CONTRACTOR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes IEHP's indemnification to Indemnitees as set forth herein.

3) IEHP's obligation hereunder shall be satisfied when IEHP has provided to CONTRACTOR the appropriate form of dismissal relieving CONTRACTOR from any liability for the action or claim involved.

4) The specified insurance limits required in this Agreement shall in no way limit or circumscribe IEHP'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](mailto: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 shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 5) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to IEHP.
- 6) 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. CONTRACTOR further agrees to the provisions of the HIPAA Business Associate Agreement, attached hereto in Attachment D, and incorporated herein by this reference.

**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 and CONTRACTOR are local public entities 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 7920.000 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. 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.

- 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).



- C. On March 4, 2022, California Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs all California state agencies and departments to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. All contractors and grantees are obligated to comply with the Economic Sanctions. Accordingly, should the State of California (the State) or IEHP determine CONTRACTOR is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. CONTRACTOR shall be provided with advance written notice of such termination, allowing CONTRACTOR at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State or IEHP.

## 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:

Jarrold McNaughton, MBA, FACHE  
Chief Executive Officer  
IEHP 10801 Sixth Street  
Rancho Cucamonga, CA 91730  
(909) 890-2000  
cc: Procurement Department  
[Procurement@iehp.org](mailto:Procurement@iehp.org)

### CONTRACTOR:

RUHS – Public Health  
Procurement & Logistics  
4065 County Circle Drive,  
Riverside, California 92503  
Attn: Contracts Unit  
[PH-Contracts@ruhealth.org](mailto:PH-Contracts@ruhealth.org)  
AND  
[Antoniveros@ruhealth.org](mailto:Antoniveros@ruhealth.org)

## 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**

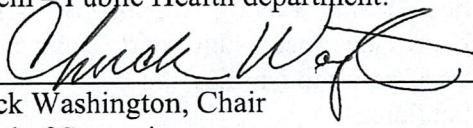
This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. The parties' faxed signatures, and/or signatures scanned into PDF format, shall be effective to bind them to this Agreement.

(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**, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health department:

By:   
Chuck Washington, Chair  
Board of Supervisors

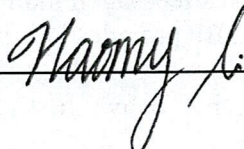
Date: 07/02/2024

**INLAND EMPIRE HEALTH PLAN:**

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

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


ATTEST:  
Kimberly Rector  
Clerk of the Board

By: 

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

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

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Gregg Gu  
Deputy County Counsel

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

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

Approved as to Form:

By: \_\_\_\_\_  
Anna W. Wang  
Vice President, General Counsel  
Inland Empire Health Plan

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

**ATTACHMENT A**

**SCOPE OF SERVICES**

**COUNTY OF RIVERSIDE ON BEHALF OF  
RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH**

**A. Program Overview:**

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

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

**1. 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.

**2. 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.

Additionally, LSBP will coordinate, as IEHP’s plan benefit, for maternal/child health and be a resource to helping access this benefit. LSBP’s services support IEHP’s DHCS and NCQA accreditation goals to improve the following measures: W15/W30 (well child visits in the first 15 months of life, and in within 15-30 months of life) and Prenatal and Postpartum Care (PPC).

**B. LSBP Scope of Work:**

1. LSBP will provide breastfeeding support through the Loving Support Breastfeeding Helpline.
  - a. Helpline Services are provided in a culturally competent manner, in English, Spanish, and all other IEHP threshold languages (including Chinese and Vietnamese) or utilize Interpreter Services as needed.
2. LSBP will support and empower Loving Support callers, to continue breastfeeding until their baby is at least 6 months old.
3. LSBP will provide IEHP Members with education and guidance to complete necessary health tasks that will keep both mom and baby healthy.
4. 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.
5. LSBP will provide targeted follow-up outreach calls among engaged IEHP Members who have utilized the Helpline, to provide ongoing support for breastfeeding and to support achieving the following care impact/outcome for IEHP Members:
  - a. Engage Members (within 7-84 days) to improve postpartum visit completion with PCP to close care gaps;
  - b. Engage infant/child to receive and be on track with first and second set of immunizations to close care gaps;
  - c. Engage Members to follow up with newborn Well-Child Visits with PCP to close care gaps; and
  - d. Completion of satisfaction survey in the LSBP program.
6. Reporting: LSBP will collaborate with IEHP to collect data and provide quarterly reports to evaluate the effectiveness of the program. Data will be transmitted bidirectionally, identified data will be transmitted securely but not limited to the below data points. Any changes to the data points must be agreed upon by both parties.
  - a. LSBP will collect the following data points for the process objectives to support the overall evaluation of the program (IEHP will be responsible for the impact/outcome objectives).
    - i. Number of IEHP Members served by Loving Support
    - ii. Number of Follow-ups Conducted
    - iii. Number of Members who received care gap guidance (W15, W30, PPC)
    - iv. Number of RUHS Staff who received IEHP Training
  - b. LSBP will provide demographic utilization data to include:



- i. Insurance type, feeding age with status, call log reason, call hours, and breastfeeding status at discharge.
- 7. IEHP plan benefit and resource navigation: LSBP will coordinate in at least two (2) annual training sessions conducted by IEHP to obtain knowledge of health plan benefits (related to maternal and child health) and disseminate this resource to provide health navigation and support for the needs of IEHP Members that may connect with the Helpline.
  - a. LSBP will ensure that all current, and new staff members will also participate in annual trainings to meet requirements.

**C. Objectives:**

The evaluation of this partnership and overall program effectiveness will be based on the following objectives:

- 1. Process objectives:
  - a. Number of outbound calls made
  - b. Number of inbound calls received
  - c. Number Satisfaction survey collected
- 2. Impact objectives:
  - a. Breastfeeding rate at newborn, 6 weeks, and 6 months
  - b. Baby's enrollment into a health plan
  - c. Member ID to look at other internal IEHP program navigation/enrollment (i.e. Wildflower application, health education classes, CHW services, etc.)
- 3. Outcome objectives:
  - a. Number of Members able to complete postpartum visit (within 7-84 days of delivery)
  - b. Number of babies able to receive 1<sup>st</sup> and 2<sup>nd</sup> set of immunizations
  - c. Number of well child visits (including developmental screenings)

**D. LIST OF CURRENT SUBCONTRACTORS**

Subcontractor Name	Function Performed	Physical Address where Subcontracted work is performed
N/A		

**ATTACHMENT B**

**SCHEDULE OF FEES**

COUNTY OF RIVERSIDE ON BEHALF OF  
RIVERSIDE UNIVERSITY HEALTH SYSTEM - 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, 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’s requests for payments and reimbursements must comply with the requirements set forth in Attachment A.
3. IEHP shall compensate CONTRACTOR for the services set forth in Attachment A, upon approval of a properly presented invoice for services.
4. Requests for services shall be on an as needed basis. CONTRACTOR’s quarterly fees are as follows.

Payment Due Date	Payment Details	Payment Amount*
Within 30 days of Effective Date	Start up and Training Fees	\$131,250
October 2024	Q3 Service period: July 2024 – September 2024 Quarterly Reports	\$43,750
January 2025	Q4 Service period: October 2024 –December 2024 Quarterly Reports	\$43,750
April 2025	Q1 Service period: January 2025-March 2025 Quarterly Reports	\$43,750
July 2025	Q2 Service period: April 2025 – June 2025 Quarterly Reports	\$43,750
October 2025	Q3 Service period: July 2025 – September 2025 Quarterly Reports	\$43,750



January 2026	Q4 Service period: October 2025 – December 2025 Quarterly Reports	\$43,750
April 2026	Q1 Service period: January 2026 - March 2026 Quarterly Reports	\$43,750
July 2026	Q2 Service period: April 2026 – June 2026 Quarterly Reports	\$43,750
October 2026	Q3 Service period: July 2026 – September 2026 Quarterly Reports	\$43,750
January 2027	Q4 Service period: October 2026 – December 2026 Quarterly Reports	\$43,750
April 2027	Q1 Service period: January 2027 - March 2027 Quarterly Reports	\$43,750
<b>TOTAL NOT TO EXCEED PROJECT COSTS</b>		<b>\$612,500.00</b>

*\*Quarterly payments are contingent upon receipt of reports*

5. All travel related expenses will be included in the total compensation value of the Agreement.



ATTACHMENT C

OWNERSHIP INFORMATION

Contractor's Name: County of Riverside

Tax Identification Number (TIN): 95-6000930

Address: 4065 County Circle Drive

City: Riverside State: CA Zip: 92596

Phone: 951-358-5137

Chair, Board of Supervisors: Chuck Washington

Person Signing Contract: Chuck Washington

Broker Representative: N/A

Please indicate below how your organization is legally organized:

- Sole Proprietorship
- Partnership (LLC, etc.)
- Corporation
  - Privately Held Company\*
  - Publicly Traded Company
  - Non-Profit Entity
- Government Agency
- Other (please indicate): \_\_\_\_\_

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

CHAIR, BOARD OF SUPERVISORS

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

Chuck Washington  
Authorized Signature

07/02/2024  
Date

APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

By: Gregg Gu

Gregg Gu  
Deputy County Counsel

ATTEST:

KIMBERLY A. RECTOR, Clerk

By: Naomy Li  
DEPUTY 22

COUN-PSA-04685

IEHP Board Approval 03-06-23  
Master PSA v. 03-2023 (MO 23-042)  
HIPAA-HITECH BAA v. 03-2023 (MO 23-043)

JUL 02 2024 3.16