

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



ITEM: 3.67
(ID # 24094)

MEETING DATE:

Tuesday, July 30, 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 Riverside Overdose Data to Action (RODA) Program Services Without Seeking Competitive Bids, Effective Upon Signature Through August 31, 2028, with the Option to Renew for up to Three (3) Additional Years Through August 31, 2031. All Districts. [Total aggregate amount \$468,750; up to \$46,875 in additional compensation – 100% Federal]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Inland Empire Health Plan (IEHP) for the Riverside Overdose Data to Action (RODA) Program Services without seeking competitive bids, effective upon signature through August 31, 2028, with the option to renew for up to three (3) additional years through August 31, 2031, for the total aggregate amount of \$515,625;
2. Authorize the Chair of the Board to sign the Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign all subsequent amendments to the Professional Service Agreement that exercise the options of the Agreement, including modifications of the statement of work that stay within the intent of the Agreement; (b) issue Purchase Orders for goods and/or services related to this Agreement that do not exceed the total contract amount; and (c) sign amendments to the compensation provisions of the Agreement that do not exceed the sum total of ten percent (10%) of the total Agreement amount.

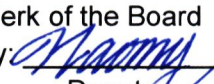
ACTION: Consent, Policy


Kim Saruwatari, Director of Public Health 4/23/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 30, 2024
xc: RUHS-PH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$75,000	\$75,000	\$468,750	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Federal			Budget Adjustment: No	
			For Fiscal Year: 24/25 - 28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System - Public Health (RUHS-PH) is requesting to fund Inland Empire Health Plan (IEHP) in accordance with Overdose Data to Action grant objectives. RUHS-PH was recently awarded a 5-year grant by the Centers for Disease Control and Prevention (CDC) for the Overdose Data to Action program. In pursuit of the goals of Overdose Data to Action, CDC has approved RUHS-PH to fund an organization that works directly with providers.

This funding will assist IEHP with implementing an Academic Detailing program for physicians, pharmacists, other clinical staff, and health systems on prescribing opioids for chronic pain management, X-waiver resources, and naloxone prescribing and distribution. Additional outreach and education techniques will include a naloxone continuing education course, outreach to pharmacies for naloxone distribution using fax blasts, faxing providers on their patients identified to be at risk of overdose with prescribing guidelines, naloxone recommendations, and an offer of academic detailing.

Impact on Residents and Businesses

IEHP is a not-for-profit Medi-Cal and Medicare Health Plan that provides comprehensive managed health care coverage for more than 1.2 million residents of Riverside and San Bernardino counties. IEHP is spearheading overdose prevention efforts in the Inland Empire and this funding will increase the capacity of IEHP providers to encourage the use of non-opioid medications and non-pharmacologic treatments for pain and decrease high-risk prescribing in Riverside County. IEHP will also assist our county hospital to adapt and share best practices from their pilot project with the Opioid Risk Index to identify patients and providers for academic detailing.

Additional Fiscal Information

All costs are 100% grant-funded and will be reimbursed by the Overdose Data to Action (OD2A): LOCAL funding through the CDC. There is no impact to the County's general funds. The funding is estimated to be distributed for each fiscal year based on the table below. However, RUHS-PH is requesting approval to roll-over unspent funds from one fiscal year to the next through the duration of the period of performance of the Agreement.

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The total annual amount for years 1-4 of the initial term is \$75,000. The total annual amount for year 5 of the initial term, which consists of 2 months, is \$18,750. The total aggregate amount for the initial term is \$318,750. RUHS-PH is seeking approval from the Board of Supervisors for the aggregate amount in order to allow unspent funds to be rolled into subsequent fiscal years throughout the period of performance. RUHS-PH is also requesting an additional 10% compensation contingency in the aggregate amount of \$31,875 for the initial term to allow for up to 10% of a cost increase in the event that additional funding becomes available for these services. The total aggregate for the initial term, including the additional 10% contingency is \$350,625.

Initial Term:

Description:	FY 24/25 (12 mos.)	FY 25/26 (12 mos.)	FY 26/27 (12 mos.)	FY 27/28 (12 mos.)	FY 28/29 (2 mos.)	Initial Term Total
Implement an Academic Detailing Program for Providers and Pharmacies	\$75,000	\$75,000	\$75,000	\$75,000	\$18,750	\$318,750
Additional compensation contingency (10% of total aggregate)	\$7,500	\$7,500	\$7,500	\$7,500	\$1,875	\$31,875
Initial Term Total Aggregate Costs	\$82,500	\$82,500	\$82,500	\$82,500	\$20,625	\$350,625

RUHS-PH is also requesting approval to renew the agreement for up to 3 additional years (optional renewal periods) through August 31, 2031. The total annual amount for year 1 of the renewal period, which consists of 10 months, is \$62,500. The total annual amount for year 2 of the renewal period is \$75,000. The total annual amount for year 3 of the renewal period, which consists of 2 months, is \$12,500. The total aggregate amount for the renewal period is \$150,000. RUHS-PH is seeking approval from the Board of Supervisors for the aggregate amount in order to allow unspent funds to be rolled into subsequent fiscal years throughout the period of performance. RUHS-PH is also requesting an additional 10% compensation contingency in the aggregate amount of \$15,000 for the renewal period to allow for up to 10% of a cost increase in the event that additional funding becomes available for these services. The total aggregate for the renewal period, including the additional 10% contingency is \$165,000.

The total aggregate, including the initial term, optional renewal period, and additional compensation contingency is \$515,625.

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Optional Renewal Period:

Description:	FY 28/29 (10 mos.)	FY 29/30 (12 mos.)	FY 30/31 (2 mos.)	Optional Renewal Periods Total (FY28/29 – FY30-31)	Initial Term Total (FY23/24 – 28/29)	Total Aggregate
Implement an Academic Detailing Program for Providers and Pharmacies	\$62,500	\$75,000	\$12,500	\$150,000		
Additional compensation contingency (10% of total aggregate)	\$6,250	\$7,500	\$1,250	\$15,000		
Optional Renewal Periods Total Aggregate Costs	\$68,750	\$82,500	\$13,750	\$165,000	\$350,625	\$515,625

Contract History and Price Reasonableness

The average salary of a clinical pharmacist in Riverside County is \$156,357 (Glassdoor). Compared to the IEHP rate of \$150,000 for a pharmacist, the price for overall costs is reasonable as the total contract amount also includes other necessary program support items to assist with the development and implementation of grant objectives.

RUHS-PH has a professional relationship with IEHP through a previous partnership addressing overdose prevention. The cost for programming is cost effective as the knowledge and resources gained from this work will expand the scope of services for IEHP and RUHS-PH well beyond the grant period. Additionally, CDC has specifically approved the grant application and scope of work that specifies that RUHS-PH will partner with organizations that serve at-risk individuals, including formerly incarcerated populations. IEHP was named as a partner for these services in the grant application.

On October 31, 2023, on Minute Order 3.33, the Board of Supervisors approved the Acceptance of Award No. 1NH28CE003530-01-00 with CDC for RODA for the period of performance of September 1, 2023, through August 31, 2028.

Riverside County Purchasing and Fleet Services has reviewed the Single Source Justification document.

ATTACHMENTS:

ATTACHMENT A. Professional Service Agreement with Inland Empire Health Plan for Riverside Overdose Data to Action Program Services

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ATTACHMENT B. Single Source Justification Document


Meghan Hahn, Director of Procurement 7/16/2024

  
Douglas Cordonez Jr. 7/22/2024


Gregg Gu, Chief of Deputy County Counsel 7/17/2024

PROFESSIONAL SERVICE AGREEMENT

for

RIVERSIDE OVERDOSE DATA TO ACTION (RODA) PROGRAM SERVICES

between

COUNTY OF RIVERSIDE

and

INLAND EMPIRE HEALTH PLAN



JUL 30 2024 3.67

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This Agreement is entered into by and between INLAND EMPIRE HEALTH PLAN, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health, (herein referred to as "COUNTY" or "RUHS-PH").

The parties acknowledge and agree that the CONTRACTOR began rendering services to COUNTY on September 1, 2023, and were accepted by COUNTY without a written services agreement. All actions taken by both the CONTRACTOR and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this agreement.

As clarified further herein, the COUNTY is considered a payor under this Agreement.

The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Service, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature and continues in effect through August 31, 2028, with an option to renew for three (3) additional years unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed the aggregate total amount of Three Hundred Seventy-Five Thousand (\$375,000) including all expenses; unspent funds may be carried over from one fiscal year to the next, not to exceed the maximum aggregate amount of the Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the agreement, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each quarter, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to either:

Riverside University Health System - Public Health

Fiscal – Accounts Payable

PO BOX 7849

Riverside, California 92513

or

RIVCOPH-AP@ruhealth.org

- a) Each invoice shall contain a minimum of the following information: organization name; Purchase Order number (to be provided to CONTRACTOR by COUNTY when available); invoice number and invoice date; payment due date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC 24-142) Grant number (HS100161); quantities; service dates for claimed expenditures (billing period must fall within the Agreement performance period); item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) CONTRACTOR shall provide adequate supporting cost documentation, including source documentation as appropriate, (i.e., receipts, logs, time sheets, payroll records, etc.) as requested by the COUNTY.
- c) Invoices shall be rendered quarterly in arrears.
- d) CONTRACTOR shall be responsible for maintaining a running total for the contract amount and will need to provide that information to COUNTY upon request.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “quarterly” in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 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 CONTRACTOR. The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement on behalf of the COUNTY.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the

CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, neither party can be debarred from the System for Award Management (SAM). In the event a party is debarred, they must notify the other party immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part

17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by

CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C.

§1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The provisions of this Agreement shall be construed in accordance with the laws of the State of California excluding its conflicts of law provisions. The provisions of the Government Claims Act (Government Code Section 900, *et seq.*) must be followed first for any disputes under this Agreement.

11.2 If a dispute arises out of or relating to this Agreement, or the breach thereof, the parties agree first to meet and confer in good faith to resolve any such dispute through good faith negotiation between the parties. Either party may give the other party written notice of any dispute not resolved in the ordinary course of business (the "Dispute Notice"); within thirty (30) calendar days of receipt of such notice, the parties to address the dispute shall meet by telephone or video conference, or in person, at a mutually acceptable date, time, and place, and thereafter as often as reasonably deemed necessary to attempt to resolve the dispute. If the dispute has not been resolved within sixty (60) days of the date of the Dispute Notice (or as extended by written mutual agreement), either party may initiate arbitration and/or mediation pursuant to the Section below. All negotiations conducted pursuant to this Section are confidential and without prejudice, and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

11.3 In the event a dispute cannot be resolved through the meet and confer process of Section 11.1, the parties agree that the dispute shall be resolved through arbitration pursuant to the rules and procedures of the Judicial Arbitration and Mediation Services ("JAMS"), then in effect, using a mutually selected arbitrator who shall have no prior relationship with any of the parties and who shall have committed in writing his or her willingness to serve hereunder. If the parties cannot agree on such an arbitrator, then an arbitrator shall be selected by JAMS. If possible, the arbitrator shall be an attorney or retired judge with at least fifteen (15) years of experience, including at least five (5) years of experience in managed health care. The party requesting arbitration shall initiate such arbitration by serving the other party

with written notice, which includes the relief requested and a demand for arbitration. The parties shall conduct a mandatory settlement conference at the initiation of arbitration, to be administered by JAMS. The arbitrator shall have no authority to provide a remedy or award damages that would not be available to such prevailing party in a court of law. The parties also reserve the option to mediate any dispute, upon mutual agreement, pursuant to the applicable provisions of this Section. In the event arbitration or mediation is commenced by Calibrated, Calibrated shall be subject to and required to comply with the provisions of the Government Claims Act (Government Code Section 900, *et seq.*).

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

Neither party shall be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex 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 California Fair Employment and Housing Act (Gov. Code 12900 *et. seq.*), the Federal Civil

Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 Neither party shall use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; information or data which is not subject to public disclosure; operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The parties shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The parties shall not use such information for any purpose other than carrying out their respective obligations under this Agreement. The parties shall promptly transmit to the other all third party requests for disclosure of such information. The parties shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the other party, any such information to anyone other than the parties. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 COUNTY and CONTRACTOR are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, 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, for purposes of services rendered pursuant to the Agreement.

Both 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. Both parties further agree that it shall be in compliance with the requirements of HIPAA, HITECH and the laws and regulations promulgated subsequent hereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RIVERSIDE UNIVERSITY HEALTH SYSTEM-
PUBLIC HEALTH
4065 COUNTY CIRCLE DR., STE. 403
RIVERSIDE, CA 92503
ATTN: CONTRACTS UNIT
ph-contracts@ruhealth.org

CONTRACTOR

INLAND EMPIRE HEALTH PLAN
10801 SIXTH ST. #120
RANCHO CUCAMONGA, CA 91730
ATTN : Purchasing Department
Procurement@iehp.org
cc : torres-k2@iehp.org

19. 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.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax

Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 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.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall include the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall include the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. Cyber Liability

CONTRACTOR shall procure and maintain cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damages to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties (where insurable by law) as well as credit monitoring expenses with limits sufficient to these obligations.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall extend additional insured status to the COUNTY.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall have an A M BEST rating of not less than A: VIII (A:7) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$2,500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance, showing such insurance is in full force and effect. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverage's set forth herein and the

insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to immediate subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY 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.

23. General

23.1 Neither party shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by a party of any breach of any one 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 or of any other term of this Agreement. Failure on the part of either party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. 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.


23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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. 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 (h) of Section 1633.2 of the Civil Code.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the state of California, on behalf of its **RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH**

INLAND EMPIRE HEALTH PLAN., a local public entity of the state of California

By: 
Chuck Washington, Chair
Board of Supervisors

DocuSigned by:
Dr. Takashi Wada
DC91F93B592134FF...
Takashi Wada, MD, MPH,
Chief Medical Officer for:
Jarrod McNaughton MBA, FACHE
Chief Executive Officer

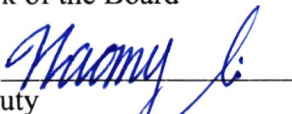
Dated: 7/30/2024

Dated: 4/9/2024

ATTEST:
Kimberly Rector
Clerk of the Board

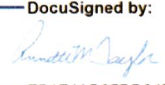
DocuSigned by:

EB1F4AD25DD84F8...
By: _____
Chair, IEHP Governing Board

By: 
Deputy


Dated: 4/9/2024

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

DocuSigned by:

EB1F4AD25DD84F8...
ATTEST: _____
By: _____
Secretary, IEHP Governing Board

By: Gregg Gu
Gregg Gu
Deputy County Counsel

Dated: 4/9/2024

By: 
4E9523BFACFF4CD...
Anna W. Wang
General Counsel
Inland Empire Health Plan

DS
MP

4/9/2024

EXHIBIT A SCOPE OF SERVICE

1. SUMMARY

Riverside University Health System - Public Health (RUHS-PH) has received a second round of funding from the Center of Disease Control(CDC) to further enhance the surveillance of Riverside County overdose morbidity and mortality and to use the data to guide the implementation of prevention efforts to decrease the number of fatal and nonfatal overdoses, decrease illicit opioid and stimulant use, improve health equity among groups disproportionately affected by the overdose crisis and those previously underserved by overdose prevention programs, and increase the adoption of harm reduction strategies and principles. Riverside Overdose Data to Action (RODA) activities require strong, multi-sectoral partnerships and collaboration with community-based organizations, public safety, health systems, and people with lived experience.

CONTRACTOR is a not-for-profit Medi-Cal and Medicare health plan that provides comprehensive managed health care coverage for more than 1.2 million residents of Riverside and San Bernardino counties. Partnering with CONTRACTOR will benefit RUHS-PH, as CONTRACTOR will leverage its expertise in pharmaceutical detailing. CONTRACTOR has an established detailing program and pharmaceutical staff who are subject matter experts in non-opioid medications and non-pharmacologic treatments for pain. In addition, CONTRACTOR is the only Medi-Cal and Medicare health plan that has the resources and capability to execute and complete academic detailing services throughout the Inland Empire. CONTRACTOR is also piloting an Opioid Risk Index to identify patients and providers for academic detailing.

CONTRACTOR will implement an academic detailing program (training from specific healthcare staff) for physicians, pharmacists, other clinical staff, and health systems on prescribing opioids for chronic pain management, X-waiver resources, and naloxone prescribing and distribution. Additional outreach and education techniques include a naloxone continuing education course, outreach to pharmacies for naloxone distribution using fax blasts, faxing providers on their patients identified to be at risk of overdose with prescribing guidelines, naloxone recommendations, and an offer of academic detailing.

2. CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall conduct the following activities with expected outputs:

1. Identify at-risk patients for opioid overdose and/or on concurrent benzodiazepine and outreach to their Providers via Quarterly fax blasts to provide academic detailing services with recommendations to co-prescribe naloxone.
 - 1.1 Expected Output: CONTRACTOR shall provide examples of fax blasts and recommendations that are given to their providers.
2. Distribute quarterly newsletters to both Providers and Pharmacies to inform them of academic detailing services offered.
 - 2.1 Expected Output: CONTRACTOR shall provide quarterly newsletters that are being given out.
3. Provide at least one (1) Continuing Medical Education (CME) presentation on the topic of opioids. And then continue providing presentations to interested facilities and providers to bring awareness of the opioid epidemic.
 - 3.1 Expected Output: CONTRACTOR shall provide the presentation documents, meeting agendas, notes, sign-in sheets and the evaluation information reviewed.
4. Using physnarc Report, identify any outlier prescribers and reach out to offer academic detailing services.

- 4.1 Expected Output: : CONTRACTOR shall provide a list of prescribers that they have reached out to.
- 5. Align goals with Opioid Quality Measures set by Department of Health Care Services (DHCS) and Centers for Medicare/Medicaid Services (CMS) and utilize targeted medication review (TMR) faxes to Providers to recommend best practices. The following are the Opioid Quality measures used:
 - 5.1.1 Pharmacotherapy for Opioid Use Disorder (CMS/DHCS)
- 5.1 Expected output: CONTRACTOR will provide the updated goals that they plan on utilizing.
- 6. Implement harm reduction efforts such as naloxone and educational flyers within the pharmacies. By running reports of naloxone utilization by unique pharmacies and filter those that have no use and outreach to them
 - 6.1 Expected Output: CONTRCTOR will provide the Fax blasts that are being sent to the pharmacies on naloxone education, educational materials provided to the pharmacies along with the Naloxone Utilization reports that they utilized to determine which pharmacies to provide outreach to.
- 7. Support RUHS-PH and/or other community stakeholders with overdose prevention and/or harm reduction-related activities, as needed.
- 8. Progress reports are due annually per the schedule provided below.

QUARTER	DATES	REPORT DUE DATE
Year 1	Upon signature- 08/31/2024	09/15/2024
Year 2	9/1/2024- 08/31/2025	9/15/2025
Year 3	9/1/2025- 08/31/2026	9/15/2026
Year 4	9/1/2026- 08/31/2027	9/15/2027
Year 5	9/1/2027- 08/31/2028	9/15/2028

3. RUHS-PH RESPONSIBILITIES

- 1. Provide technical assistance including not limited to guidance, support with education, procuring and reporting during the implementation of activities.
- 2. Coordinate monthly meetings with CONTRACTOR to assess progress on grant activities and identify solutions to potential barriers.
- 3. Report on the progress of grant activities to the funder.

**EXHIBIT B
PAYMENT PROVISIONS**

CONTRACTOR shall receive payment by the COUNTY for the following services provided as specified in Exhibit A, Scope of Service.

1. BUDGET

	Hourly Rate	Annual Salary (2080 hrs.)	FTE	Total Salary	Benefit Rate	Total Benefits	Grand Total
Pharmacist	\$72.11	\$149,989	0.50	\$74,994		\$ -	\$74,994
Total Personnel				\$74,994		\$ -	\$74,994
Supplies							
General Office Supplies							\$6
Program Supplies/Incentives							\$ -
Total Supplies							\$6
Total Direct Costs							\$75,000
Total Annual Budget/Awarded							\$75,000
Total Budget (09/01/2023-08/31/2028)							\$375,000

*Total is rounded to the nearest dollar

2. INVOICE

- a. CONTRACTOR may redirect within budget line items for allowable expenses only with written COUNTY approval.
- b. CONTRACTOR shall invoice on a quarterly basis as services are rendered per the schedule provided below.

QUARTER	DATES	INVOICE DUE DATE
QTR 1 (Year 1)	Upon signature- 11/30/2023	12/15/2023
QTR 2 (Year 1)	12/1/2023-2/29/2024	3/15/2024
QTR 3 (Year 1)	3/1/2024-5/31/2024	6/15/2024
QTR 4 (Year 1)	6/1/2024-8/31/2024	9/15/2024
QTR 1 (Year 2)	9/1/2024- 11/30/2024	12/15/2024
QTR 2 (Year 2)	12/1/2024-2/28/2025	3/15/2025
QTR 3 (Year 2)	3/1/2025-5/31/2025	6/15/2025
QTR 4 (Year 2)	6/1/2025-8/31/2025	9/15/2025
QTR 1 (Year 3)	9/1/2025- 11/30/2025	12/15/2025
QTR 2 (Year 3)	12/1/2025-2/29/2026	3/15/2026
QTR 3 (Year 3)	3/1/2026-5/31/2026	6/15/2026
QTR 4 (Year 3)	6/1/2026-8/31/2026	9/15/2026

QTR 1 (Year 4)	9/1/2026- 11/30/2026	12/15/2026
QTR 2 (Year 4)	12/1/2026-2/28/2027	3/15/2027
QTR 3 (Year 4)	3/1/2027-5/31/2027	6/15/2027
QTR 4 (Year 4)	6/1/2027-8/31/2027	9/15/2027
QTR 1 (Year 5)	9/1/2027- 11/30/2027	12/15/2027
QTR 2 (Year 5)	12/1/2027-2/29/2028	3/15/2028
QTR 3 (Year 5)	3/1/2028-5/31/2028	6/15/2028
QTR 4 (Year 5)	6/1/2028-8/31/2028	9/15/2028

c. The invoice and report due dates listed in the table below may be revised as needed upon approval by the COUNTY. This revision may be approved in writing by both Parties with or without a formally executed amendment.

d. For this Agreement, send the original invoices to:

Riverside University Health System – Public Health
 Attn: Fiscal – Accounts Payable
 PO BOX 7849
 Riverside, California 92513
 or
RIVCOPH-AP@ruhealth.org
 ATTN: Leticia Partida
 And
RODA@ruhealth.org
 ATTN: Jessica Cuevas

e. Annual reports should be forwarded on the due dates as stated above to:

Riverside University Health System – Public Health
 Riverside Overdose Data to Action/Epidemiology & Program Evaluation
 4065 County Circle Dr.
 Riverside, California 92503
RODA@ruhealth.org
 Attn: Jessica Cuevas

f. Each invoice shall contain a minimum of the following information: organization name; Purchase Order number (to be provided to CONTRACTOR by COUNTY when available); invoice number and invoice date; payment due date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC 24-142); Grant number (HS100161); quantities; service dates for claimed expenditures (billing period must fall within the Agreement performance period); item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

g. CONTRACTOR shall provide adequate supporting cost documentation, including source documentation as appropriate, (i.e., receipts, logs, time sheets, payroll records, etc.) as requested by the COUNTY.

- h. CONTRACTOR shall be responsible for maintaining a running total for the contract amount and will need to provide that information to COUNTY upon request.

3. MAXIMUM COMPENSATION:

Maximum compensation payable under the terms of this Agreement shall not exceed the aggregate total amount of THREE HUNDRED SEVENTY-FIVE THOUSAND dollars (\$375,000) including all expenses.



Date: Wednesday, June 5, 2024
From: Kim Saruwatari, Director
To: Board of Supervisors
Via: Wendy Hetherington, Branch Chief 951-358-5557
Subject: Request for Riverside Overdose Data to Action (RODA) Program Services

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____ (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: Inland Empire Health Plan (IEHP) Supplier ID: 90398
 - a. Describe the goods/service being requested: The Inland Empire Health Plan will implement an Academic Detailing program for physicians, pharmacists, other clinical staff, and health systems on prescribing opioids for chronic pain management, X-waiver resources, and naloxone prescribing and distribution. Additional outreach and education techniques included a naloxone continuing education course, outreach to pharmacies for naloxone distribution using fax blasts, faxing providers on their patients identified to be at risk of overdose with prescribing guidelines, naloxone recommendations, and an offer of academic detailing.
 - b. Explain the unique features of the goods/services being requested from this supplier: IEHP is a not-for-profit Medi-Cal and Medicare health plan that provides comprehensive managed health care coverage for more than 1.2 million residents

Kim Saruwatari, M.P.H., Director Geoffrey Leung, M.D., Public Health Officer

4065 County Circle Drive, Riverside, Ca. 92503 / 951.358.7036 / www.rivcoph.org



of Riverside and San Bernardino counties. Partnering with IEHP will benefit Public Health as IEHP will leverage its expertise in pharmaceutical detailing. IEHP has an established detailing program and pharmaceutical staff who are subject matter experts in non-opioid medications and non-pharmacologic treatments for pain. In addition, IEHP is the only Medi-Cal and Medicare health plan that has the resources and capability to execute and complete academic detailing services throughout the Inland Empire. IEHP is also piloting an Opioid Risk Index to identify patients and providers for academic detailing.

- c. What are the operational benefits to your department? This project presents a unique opportunity to continue the strong partnership with Riverside County's largest Medi-Cal and Medicare health plan. IEHP is spearheading overdose prevention efforts in the Inland Empire and this funding will increase the capacity of IEHP providers to encourage the use of non-opioid medications and non-pharmacologic treatments for pain and decrease high-risk prescribing in Riverside County. IEHP will also assist our county hospital adapt and share best practices from their pilot project with the Opioid Risk Index to identify patients and providers for academic detailing.
- d. Provide details on any cost benefits/discounts. The Centers for Disease Control and Prevention (CDC) has provided RUHS-Public Health a second round of funding through the Overdose Data to Action: Limiting Overdose through Collaborative Actions in Localities (OD2A: LOCAL) grant to further enhance the surveillance of overdose morbidity and mortality and to use the data to guide the implementation of prevention efforts to decrease the number of fatal and nonfatal overdoses, decrease illicit opioid and stimulant use, and increase the adoption of harm reduction strategies and principles in Riverside County.

The price is deemed reasonable based on the following:

The average salary of a clinical pharmacist in Riverside County is \$156,357 (Glassdoor). Compared to the IEHP rate of \$150,000 for a pharmacist, the price for overall costs is reasonable as the total contract amount also includes other necessary program support items to assist with the development and implementation of grant objectives.

All costs are 100% grant-funded and will be reimbursed by the OD2A: LOCAL funding through the CDC. There is no impact on the County's general funds.

Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer



Additionally, CDC has specifically approved the grant application and scope of work that specifies that RUHS-PH will partner with IEHP to provide these services under the awarded grant for RUHS-PH. As part of IEHP's responsibilities under the Agreement, they are expected to identify at-risk patients for opioid overdose and initiate outreach to their care providers. IEHP has the data readily available, as well as immediate access to their providers and prescribers; this will save time and additional costs in gathering data from other sources.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

a. If yes, please explain why you are requesting to utilize an SSJ process?

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# _____ No

- a. What was the total annual and aggregate amount? The total annual amount for year 1 of the initial term, which consists of 1 month, is \$6,250. The total annual amount for years 2-5 of the initial term is \$75,000. The total annual amount for year 6 of the initial term, which consists of 2 months, is \$12,500. The total aggregate amount for the initial term is \$318,750. RUHS-PH intends to request approval from the Board of Supervisors for the aggregate amount in order to allow unspent funds to be rolled into subsequent fiscal years through the period of performance. RUHS-PH is also requesting an additional 10% compensation contingency in the aggregate amount of \$31,875 for the initial term to allow for up to 10% of a cost increase in the event that additional funding becomes available for these services. The total aggregate for the initial term, including the additional 10% contingency is \$350,625.
- b. RUHS-PH is also requesting approval to renew the agreement for up to 3 additional years (optional renewal period) through August 31, 2031. The total annual amount for year 1 of the renewal period, which consists of 10 months, is \$62,500. The total annual amount for year 2 of the renewal period is \$75,000. The total annual amount for year 3 of the renewal period, which consists of 2 months, is \$12,500. The total aggregate amount for the renewal period is \$150,000. RUHS-

Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer



**Riverside
University
HEALTH SYSTEM**
Public Health

PH intends to request approval from the Board of Supervisors for the aggregate amount in order to allow unspent funds to be rolled into subsequent fiscal years through the period of performance. RUHS-PH is also requesting an additional 10% compensation contingency in the aggregate amount of \$15,000 for the renewal period to allow for up to 10% of a cost increase in the event that additional funding becomes available for these services. The total aggregate for the renewal period, including the additional 10% contingency is \$165,000.

c. The total aggregate, including the initial term and optional renewal period, is \$515,625.

4. Identify all costs for this requested in the table below:

If review is for multiple years, all costs must be identified below:

Initial Term:

Description:	FY 23/24 (1 mo.)	FY 24/25 (12 mos.)	FY 25/26 (12 mos.)	FY 26/27 (12 mos.)	FY 27/28 (12 mos.)	FY 28/29 (2 mos.)	Initial Term Total
Implement an Academic Detailing Program for Providers and Pharmacies	\$6,250	\$75,000	\$75,000	\$75,000	\$75,000	\$12,500	\$318,750
Additional compensation contingency (10% of total aggregate)	\$625	\$7,500	\$7,500	\$7,500	\$7,500	\$1,250	\$31,875
Initial Term Total Costs	\$6,875	\$82,500	\$82,500	\$82,500	\$82,500	\$13,750	\$350,625

Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer

Optional Renewal Period:

Description:	FY 28/29 (10 mos.)	FY 29/30 (12 mos.)	FY 30/31 (2 mos.)	Optional Renewal Periods Total (FY29/30 – 31/32)	Initial Term Total (FY23/24 – 28/29)	Total Aggregate
Implement an Academic Detailing Program for Providers and Pharmacies	\$62,500	\$75,000	\$12,500	\$150,000		
Additional compensation contingency (10% of total aggregate)	\$6,250	\$7,500	\$1,250	\$15,000		
Optional Renewal Periods Total Costs	\$68,750	\$82,500	\$13,750	\$165,000	\$350,625	\$515,625

5. Period of Performance: Effective upon signature through August 31, 2028

Ratify Start Date (if applicable): _____

Initial Term Start Date: Upon signature End Date: August 31, 2028

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 3

Aggregate Term/End Date: August 31, 2031

6. Projected Board of Supervisor Date (if applicable): June 25, 2024

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Rachelle Roman
Print Name

Rachelle Roman
Department Head Signature
(Executive Level Designee)

6/13/2024
Date

.....

Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer



PCS Reviewed:

Selena Mathiot

Selena Mathiot

6/5/2024

Print Name

Signature

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psourcesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: If funds were spent in FY23/24, Department will need to request ratification from the Board.

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ _____

Aggregate Amount \$ 515,625 through 8/31/2031

Melissa Curtis

7/9/2024

24-283

Purchasing Agent Signature

Date

Tracking Number

(Reference on Purchasing Documents)

Kim Saruwatari, M.P.H., Director

Geoffrey Leung, M.D., Public Health Officer

4065 County Circle Drive, Riverside, Ca. 92503 / 951.358.7036 / www.rivcoph.org