

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



ITEM: 3.26
(ID # 25944)

MEETING DATE:
Tuesday, September 17, 2024

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve the Amendment #1 to Professional Services Agreement with Inland Empire Health Plan (IEHP) # DPSS-0002099 with the new Agreement number of COUN-PSA-02659-County Riv DPSS_1st Amendment for enhanced Medi-Cal eligibility review services to IEHP members for one (1) year commencing September 1, 2024 through August 31, 2025; All Districts. [Total Cost \$1,128,661; 100% IEHP]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Amendment #1 to Professional Services Agreement with Inland Empire Health Plan (IEHP) # DPSS-0002099 with the new Agreement number of COUN-PSA-02659-County Riv DPSS_1st Amendment for enhanced Medi-Cal eligibility review services to IEHP members for one (1) year, commencing September 1, 2024 through August 31, 2025 in the amount of \$1,128,661; and authorize the Chair of the Board to sign the Amendment on behalf of the County.
2. Authorize the Director of DPSS, or designee, based on the availability of fiscal funding and as approved by County Counsel to: a) take all necessary steps to administer and implement the Agreement; b) sign amendments that exercise the options of the agreement including modifications to the scope of services that stay within the intent of the Agreement; and c) sign amendments to the compensation provisions that do not exceed the sum total of fifteen percent (15%) of the total annual cost of the contracts.

ACTION:Policy


Charity Douglas, DPSS Director 9/4/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Gutierrez
Nays: None
Absent: Spiegel
Date: September 17, 2024
xc: DPSS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,128,661	\$ 0	\$1,128,661	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% IEHP			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

DPSS and IEHP started this partnership on August 25, 2020 when DPSS attained approval from Riverside County's Board of Supervisors via agenda item number 3.41 (12953) to enter into a one-year agreement with IEHP commencing on September 1, 2020 through August 31, 2021 with options to renew for four (4) additional years through August 31, 2025 at the below listed rates.

This board action requests ratification and approval of the Amendment #1 to Professional Services Agreement with Inland Empire Health Plan (IEHP) # DPSS-0002099 with the new Agreement number of COUN-PSA-02659-County Riv DPSS_1st Amendment for enhanced Medi-Cal eligibility review services to IEHP members for one (1) year. This amendment will increase the number of dedicated staff from two (2) to thirteen (13) to meet the increased need.

The proposed Agreement provides funding to DPSS for a one-year term in the amount of \$1,128,661.00 for the period beginning on September 1, 2024 through August 31, 2025.

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

The fiscal rates are as follow:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
September 1, 2020 through August 31, 2021	\$145,256.21
September 1, 2021 through August 31, 2022	\$151,066.46
September 1, 2022 through August 31, 2023	\$157,109.12
September 1, 2023 through August 31, 2024	\$163,393.48
September 1, 2024 through August 31, 2025	\$1,128,661.00
Total	\$1,745,486.27

Impact on Residents and Businesses

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

Additional Fiscal Information

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

ATTACHMENTS:

- Attachment A:** **ORIGINAL AGREEMENT # DPSS-0002099 – IEHP**
Attachment B: **AMENDMENT #1 COUN-PSA-02659-County Riv DPSS 1st**
 Amendment


Brianna Lontajo, Principal Management Analyst 9/11/2024


Gregg Gu, Chief of Deputy County Counsel 9/4/2024

CONSENT AGENDA

ADMINISTRATION

3. DELEGATION OF AUTHORITY TO APPROVE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

Recommended Action:

That the Governing Board of the Inland Empire Health Plan (IEHP) authorize the Chief Executive Officer or his designee to negotiate and, after legal review and approval, sign the First Amendment to the Professional Services Agreement (Agreement) with the County of Riverside Department of Public Social Services (DPSS) for the provision of providing necessary labor to perform eligibility-related services for the IEHP Medi-Cal members within Riverside County for an additional amount not to exceed \$1,128,661.00 through August 31, 2025. The total amount payable under this Agreement shall not exceed \$1,745,486.27 through August 31, 2025.

Contact:


Jarrod McNaughton, Chief Executive Officer

Background:

IEHP requires special eligibility services for select members to ensure its members maintain or gain their correct eligibility status. The County of Riverside DPSS is the only entity that provides eligibility-related services for Medi-Cal members within Riverside County. Therefore, IEHP and the County of Riverside DPSS entered into an Agreement on September 1, 2020, to support DPSS with funding to provide enhanced data entry and eligibility-related services for IEHP members. Examples of eligibility related services include:

- Update demographic changes,
- Review and assign proper category of aids,
- Coordinate inter-county transfers, and
- Partner with IEHP on any special eligibility projects.

Since the inception of the agreement the County of Riverside DPSS has assisted approximately 15,000 IEHP members, resulting in additional revenue of \$60 million.

Minute Order of the IEHP Governing Board	
<p>On motion of Member Gutierrez, seconded by Member Williams and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.</p> <p>Ayes: Anderson, Gutierrez, Hagman, Rowe, Spiegel, Williams, Zorn</p> <p>Nays: 0</p> <p>Absent: 0</p> <p>Vacancies: 0</p> <p>Date: September 9, 2024</p>	<p>ANNETTE TAYLOR SECRETARY TO THE GOVERNING BOARD</p> <p>BY: </p> <p>DATED: September 9, 2024</p>
Minute Order: 24-185	Agenda Number: 3. (Consent)



CONSENT AGENDA

Discussion:

Given the success of this agreement over the last four years, IEHP seeks to expand the partnership with the County of Riverside DPSS, by increasing our financial support to the County of Riverside DPSS office to help accelerate any eligibility related services requested by IEHP. It is expected that this expansion will cover 80,000 IEHP members per year, resulting in additional revenue in the amount of \$40 million to \$80 million per year.

The additional cost of this of this First Amendment shall not exceed \$1,128,661.00. The total cost (including this request) of this Agreement shall not exceed \$1,745,486.27 through August 31, 2025.

Fiscal Impact	Financial Review	Procurement Review	Reviewed by Counsel	Director Approval	Chief Approval
New Expenditure	D. Ferguson, 7/26/24	E. Jennings S. Cox 8/16/24	M. Popka 8/29/24	S. Jones, 8/29/24	J. McNaughton 8/29/27

FIRST AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT
FOR ELIGIBILITY-RELATED SERVICES FOR THE MEDI-CAL POPULATION

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

WHEREAS, Inland Empire Health Plan (“IEHP”), a local public entity of the State of California, and County of Riverside Department of Public Social Services, (“DPSS”), agree to amend the Professional Services Agreement, COUN-PSA-02659, (the “Agreement”) between them dated September 1, 2020:

NOW, THEREFORE, the parties agree as follows:

- A. SECTION 1 (SERVICES) is hereby amended to add the following Paragraph C at the end of the existing Section:

“C. DPSS 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, DPSS will not utilize the services of any subcontractors in providing the services required hereunder without IEHP’s prior written approval. DPSS 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, DPSS shall remain the prime contractor for the services and be responsible for the conduct and performance of each approved subcontractor. If the HIPAA Business Associate Agreement, Plan Licensing/State Requirements, Medicare Advantage Program Addendum, and/or the 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 DPSS in this Agreement in the context of providing services, where applicable, will also include DPSS’s approved subcontractors.”

- B. SECTION 1 (SERVICES) is hereby amended to add the following Paragraph D at the end of the existing Section:

“D. DPSS, 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 DPSS is in breach of this Section, IEHP shall have, in its sole discretion, the right to immediately terminate this Agreement.

C. SECTION 3 (COMPENSATION) is hereby deleted in its entirety and replaced with the following:

“3. COMPENSATION

- A. IEHP shall compensate DPSS 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 DPSS as outlined in Attachment B. DPSS shall submit invoices to IEHP for authorized services within thirty (30) days of the month of the rendered service. Invoices from DPSS 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 amount payable under this Agreement shall not exceed One Million Seven Hundred Forty-Five Thousand, Four Hundred Eighty-Six Dollars and Twenty-Seven Cents (\$1,745,486.27) (the “Total Contract Amount”);. In no event shall compensation exceed this amount without a written amendment to this Agreement authorizing such increase in total compensation payable to DPSS. DPSS agrees to monitor its costs at all times and provide IEHP forty-five (45) days’ written notice if DPSS 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 DPSS does not constitute or imply acceptance by IEHP of any portion of the DPSS’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 DPSS in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on IEHP’s notification to DPSS. In the event

of such termination, DPSS shall be entitled to reimbursement of costs for services rendered in accordance with this agreement.

- D. SECTION 10 (NONDISCRIMINATION) is hereby deleted in its entirety and replaced with the following:

“10. NONDISCRIMINATION

DPSS shall not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status or age in the performance of this Agreement, and, to the extent they shall be found applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 *et seq.* of the Government Code), and Federal Civil Rights Act of 1964 (P.L.88-352). Additionally, this Agreement hereby incorporates by reference the provisions of Title 2, CCR, Sections 11105 *et seq.*, as may be amended from time to time. DPSS 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.”

- E. SECTION 13 (CONFIDENTIALITY) is hereby amended to add the following at the end of the existing Section:

“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 the 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.

- F. SECTION 14 (PUBLIC ENTITY STATUS; BROWN ACT/PUBLIC RECORDS ACT) is hereby deleted in its entirety and replaced with the following:

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

The parties hereby acknowledge and agree that IEHP is a local public entity of the State of California subject to the Brown Act, *California Government Code Sections 54950 et seq.*, and the *Public Records Act, California Government Code Sections 7920.000 et seq.*”

- G. SECTION 25 (FORCE MAJEURE) is hereby deleted in its entirety and replaced with the following:

“25. 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.”

- H. SECTION 26 (WORK PRODUCT AND INTELLECTUAL PROPERTY) is hereby added to the Agreement as follows:

“26. WORK PRODUCT AND INTELLECTUAL PROPERTY

A. DPSS work product, including without limitation, all reports, findings, data or documents compiled or assembled by DPSS 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 DPSS Information (as defined below) is contained in any of the Deliverables, DPSS hereby grants to IEHP a paid-up, royalty-free, nonexclusive, perpetual license to use and reproduce such DPSS Information solely for IEHP’s internal business operations.

C. DPSS Information is defined as information created, acquired or otherwise to which DPSS 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.”

- I. SECTION 27 (PROTECTED HEALTH INFORMATION (“PHI”)) is hereby added to the Agreement as follows:

“27. PROTECTED HEALTH INFORMATION (“PHI”)

In the event that there is PHI shared between IEHP and DPSS pursuant this Agreement, IEHP and DPSS 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 the 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.”

- J. SECTION 28 (EXCLUSION/DEBARMENT LISTS) is hereby added to the Agreement as follows:

“28. EXCLUSION/DEBARMENT LISTS

- A. DPSS 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. DPSS warrants that such status shall be maintained throughout the term of this Agreement.”
- B. DPSS understands that appearing on any such list requires IEHP to terminate this Agreement immediately, and prohibits IEHP from paying DPSS for any services rendered on or after the date of exclusion. Should DPSS be in receipt of payment for services rendered after the exclusion date, DPSS agrees to submit a refund of such fees upon written notice by IEHP.
- 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 DPSS 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. DPSS shall be provided with advance

written notice of such termination, allowing DPSS at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State or IEHP.”

- K. ATTACHMENT A (SCOPE OF SERVICES), is hereby deleted in its entirety and replaced with ATTACHMENT A (SCOPE OF SERVICES), dated August 7, 2024, added as attached hereto.
- L. ATTACHMENT B (COMPENSATION RATES) is hereby deleted in its entirety and replaced with ATTACHMENT B (SCHEDULE OF FEES), dated August 7, 2024, added as attached hereto.
- M. Notwithstanding the date of execution, unless otherwise referenced, this First Amendment shall be effective on the date of the last signature.
- N. Except as amended hereby, all of the other terms and conditions of the Agreement are to remain in full force and effect.
- O. DPSS certifies that the individual signing below has the authority to execute this First Amendment on behalf of DPSS and may legally bind DPSS to the terms and conditions of this First Amendment, and any attachments hereto.

(SIGNATURE PAGE TO FOLLOW)

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

**COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL
SERVICES, a political subdivision of the
State of California:**

By: Chuck Washington
Chuck Washington
Chair, BOS

Date: 09/18/2024

INLAND EMPIRE HEALTH PLAN:

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

Date: 9/11/2024

By: Chair
Chair, IEHP Governing Board

Date: 9/11/2024

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: Naomy Sicra
DEPUTY



Attest: Secretary
Secretary, IEHP Governing Board

Date: 9/11/2024

Approved as to Form: (County)
Minh C. Tran
County Counsel

By: Katherine Wilkins
Katherine Wilkins
Deputy County Counsel
County of Riverside

Date: Sep 11, 2024

Approved as to Form: (IEHP)

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

Date: 9/11/2024

DS
MP



ATTACHMENT A

SCOPE OF SERVICES

1. **INTRODUCTION**

This Scope of Services ("Scope") is made part of the Agreement between Inland Empire Health Plan ("IEHP") and the County of Riverside Department of Public Social Services ("CONTRACTOR" or "DPSS"). This Scope outlines the services to be provided by the CONTRACTOR.

Under this Agreement, IEHP shall provide funding to DPSS to support eligibility services. DPSS shall have the sole discretion to utilize IEHP's funding to support eligibility services as they deem appropriate, which may include employment practices.

2. **FOR THE PERIOD OF SEPTEMBER 01, 2020, THROUGH AUGUST 31, 2024, DPSS SHALL PERFORM THE FOLLOWING SERVICES**

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

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

3. **FOR THE PERIOD OF SEPTEMBER 01, 2020, THROUGH AUGUST 31, 2024, IEHP SHALL COMPLETE THE FOLLOWING DUTIES**



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

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



- 4) Assist IEHP Members who are temporarily disenrolled because of incomplete (or non-returning) annual redeterminations. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's Case or family number
 - vii. Member's date of disenrollment

- 5) Update eligibility status changes because of county residence. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's new county of residence
 - viii. Member's new address in the new county of residence

- 6) Update eligibility status changes because of death. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's date of death

4. **FOR THE PERIOD OF SEPTEMBER 01, 2020, THROUGH AUGUST 31, 2024, DPSS AND IEHP AGREE TO THE FOLLOWING TERMS**

- A. Except as otherwise indicated in the Agreement, DPSS shall provide (at DPSS's expense) all equipment, tools, and other materials necessary to provide the services hereunder, including workspace in DPSS facilities, or telework options, for the ETs.

- B. DPSS shall adhere to DPSS's existing process and performance standards (such as case volume or productivity metrics per FTE, processing time, etc.) when handling eligibility requests from IEHP.



- C. DPSS shall provide IEHP a monthly performance report by the 15th of the month for the performance of the previous month that includes the following metrics for case scenarios A through F (listed in Section 1 above). The report will be specific to the work processed by the aforementioned ETs and based on the lists of cases provided by IEHP. The report will be summary data showing:
 - 1) Total requests reviewed under each case scenario.
 - i. Of the total requests reviewed, total requests completed.
 - ii. Of the total requests reviewed, total requests not completed and the corresponding reasons.
- D. IEHP and DPSS performance reports and files shall be saved in Excel format.
- E. Files shall be named as follows: with an underscore (_) between each word, dates in the format MMDDYYYY, and no backslashes (\). For example, the data provided on March 5th, 2018, would be named: "IEHP_Clients_03052018.xlsx".

5. **FOR THE PERIOD OF SEPTEMBER 1, 2024, THROUGH AUGUST 31, 2025, DPSS SHALL PERFORM THE FOLLOWING SERVICES**

DPSS shall assign twelve (12) full-time employees including (4) Eligibility Technician II, (7) Eligibility Services Clerk, (1) Office Assistant III, and one (1) Eligibility Supervisor, employed by and under the supervision of DPSS, to perform the following eligibility functions exclusively for IEHP Members:

- A. Review and assign correct category of aids (Medi-Cal aid codes) for eligible IEHP members requested by IEHP according to a mutually agreed timeline. DPSS will provide weekly update on their review of these requested cases.
- B. Review eligibility of IEHP Medi-Cal Members who are 65 and older with a non-senior aid code, and then assign them with a senior aid code if qualified.
- C. Add newborns to the mother's or legal guardian's existing Medi-Cal case.
- D. Update eligibility status because of county residence.
- E. Update eligibility status because of death.
- F. Assist with the update of demographic changes (e.g., phone and address) at IEHP Members' requests.
- G. Provide IEHP with the following data elements for the newborn bucket:
 - 1) Newborn first and last name



- 2) Newborn date of birth
- 3) Mother's social security number or Client Index Number (CIN)
- H. Provide IEHP with the Client Index Number (CIN) or social security number for all other buckets.
- I. Provide IEHP with the date the case was reviewed, the date the case was processed and the outcome of the review.

6. **FOR THE PERIOD OF SEPTEMBER 1, 2024, THROUGH AUGUST 31, 2025, IEHP SHALL COMPLETE THE FOLLOWING DUTIES**

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

- A. Provide a list of cases to perform the eligibility functions identified in A.1 through A.8 above.
- B. Provide data elements for each case scenario as listed below:
 - 1) Review eligibility of IEHP Medi-Cal Members who are 65 and older with a non-senior aid code, and then assign them with a senior aid code if qualified. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's Case or family number
 - 2) Add newborns to the mother's or legal guardian's existing Medi-Cal case. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Newborn's first and last name
 - vii. Newborn's date of birth
 - viii. Newborn's gender



- 3) Assist IEHP Members who are temporarily disenrolled because of incomplete (or non-returning) annual redeterminations. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's Case or family number
 - vii. Member's date of disenrollment

- 4) Update eligibility status changes because of county residence. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's new county of residence
 - viii. Member's new address in the new county of residence

- 5) Update eligibility status changes because of death. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's date of death

7. **FOR THE PERIOD OF SEPTEMBER 1, 2024, THROUGH AUGUST 31, 2025, DPSS AND IEHP AGREE TO THE FOLLOWING TERMS**

- A. Except as otherwise indicated in the Agreement, DPSS shall provide (at DPSS's expense) all equipment, tools, and other materials necessary to provide the services hereunder, including workspace in DPSS facilities, or telework options, for the ETs.

- B. DPSS shall adhere to DPSS's existing process and performance standards (such as case volume or productivity metrics per FTE, processing time, etc.) when handling eligibility requests from IEHP.



- ~~C.~~ IEHP and DPSS shall work collaboratively on the monthly volume of eligibility functions performed by DPSS based on the identified buckets of work, full-time employees assigned to support IEHP requests and those employee's functions.
- D. DPSS shall provide IEHP a monthly performance report by the 15th of the month for the performance of the previous month that includes the following metrics for case scenarios A through F (listed in Section 1 above). The report will be specific to the work processed by the aforementioned ETs and based on the lists of cases provided by IEHP.
- E. IEHP and DPSS performance reports and files shall be saved in Excel format.
- F. Files shall be named as follows: with an underscore (`_`) between each word, dates in the format MMDDYYYY, and no backslashes (`/`). For example, the data provided on March 5th, 2018, would be named: "IEHP_Clients_03052018.xlsx".
- G. Each file provided will be separated by an Excel tab for each case scenario.
- H. Any necessary changes to the data exchanged under Schedule A may be made jointly by the Parties without a formal amendment to this Agreement unless such changes materially impact the scope or objectives of the Agreement. The determination of whether a change materially impacts the scope or objectives of the Agreement shall be made jointly by the Parties, in good faith, and with due consideration to the original intent and purpose of the Agreement. Any agreement between the Parties related to the necessary changes to the data exchanged under Schedule A shall be confirmed via email by both Parties.



ATTACHMENT B

SCHEDULE OF FEES

1. DPSS shall invoice IEHP electronically for Eligibility-Related Services for the Medi-Cal Population fees to IEHP's Accounts Payable Office at apinvoices@iehp.org. Each invoice shall cite the DPSS's name, address, remit to address, IEHP Purchase Order number, 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 DPSS. In the event of a change in the banking institution and/or account numbers, DPSS 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 DPSS's failure to provide the correct information.

2. Requests for services shall be on an as needed basis as follows:
 - A. Within thirty (30) days of the end of each fiscal quarter DPSS will prepare and submit to IEHP Accounting staff, a reimbursement claim for services and expenditures performed and incurred during the quarter. Claim documentation will include, but is not limited to, a complete budget documentation of line-item expenditures of Salaries and Benefits and Services and Supplies; and copies of timesheets, mileage logs, pay registers, and vendor invoices, as applicable. Upon review and approval of the claim, IEHP shall provide payment within ten (10) business days.

 - B. IEHP is responsible for payment of invoices for services performed by DPSS for the period beginning September 1, 2020, or upon the start date of the full-time employees (FTEs), whichever is sooner, and continuing through the end of the Agreement August 31, 2025, as outlined in Section 2 (PERIOD OF PERFORMANCE).

 - C. IEHP will be responsible to enter the DPSS issued Invoice number and the verbiage "Bill Payment to DPSS" as part of the remittance when processing the electronic payment. IEHP should also provide advance notice of the date payment is expected to be received by DPSS to DPSSTreasuryNoticesMRU@rivco.org



3. DPSS's rates are as follows:

Program Description	Description	Cost For Services
County of Riverside DPSS Medi-Cal Eligibility Services	Year 1: September 1, 2020 - August 31, 2021	\$145,256.21
County of Riverside DPSS Medi-Cal Eligibility Services	Year 2: September 1, 2021 - August 31, 2022	\$151,066.46
County of Riverside DPSS Medi-Cal Eligibility Services	Year 3: September 1, 2022 - August 31, 2023	\$157,109.12
County of Riverside DPSS Medi-Cal Eligibility Services	Year 4: September 1, 2023 - August 31, 2024	\$163,393.48
County of Riverside DPSS Medi-Cal Eligibility Services	Year 5: September 1, 2024 - August 31, 2025	\$1,128,661.00
TOTAL NOT TO EXCEED AGREEMENT AMOUNT		\$1,745,486.27

4. DPSS agrees to monitor its costs at all times and provide IEHP forty-five (45) days written notice if DPSS becomes aware that it may exceed the Total Contract Amount authorized pursuant to this Section.
5. All travel-related expenses will be included in the total compensation value of the Agreement.

CONSENT AGENDA

ADMINISTRATION

3. DELEGATION OF AUTHORITY TO APPROVE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

Recommended Action:

That the Governing Board of the Inland Empire Health Plan (IEHP) authorize the Chief Executive Officer or his designee to negotiate and, after legal review and approval, sign the First Amendment to the Professional Services Agreement (Agreement) with the County of Riverside Department of Public Social Services (DPSS) for the provision of providing necessary labor to perform eligibility-related services for the IEHP Medi-Cal members within Riverside County for an additional amount not to exceed \$1,128,661.00 through August 31, 2025. The total amount payable under this Agreement shall not exceed \$1,745,486.27 through August 31, 2025.

Contact:



Jarrold McNaughton, Chief Executive Officer

Background:

IEHP requires special eligibility services for select members to ensure its members maintain or gain their correct eligibility status. The County of Riverside DPSS is the only entity that provides eligibility-related services for Medi-Cal members within Riverside County. Therefore, IEHP and the County of Riverside DPSS entered into an Agreement on September 1, 2020, to support DPSS with funding to provide enhanced data entry and eligibility-related services for IEHP members. Examples of eligibility related services include:

- Update demographic changes,
- Review and assign proper category of aids,
- Coordinate inter-county transfers, and
- Partner with IEHP on any special eligibility projects.

Since the inception of the agreement the County of Riverside DPSS has assisted approximately 15,000 IEHP members, resulting in additional revenue of \$60 million.

Minute Order of the IEHP Governing Board	
<p>On motion of Member Gutierrez, seconded by Member Williams and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.</p> <p>Ayes: Anderson, Gutierrez, Hagman, Rowe, Spiegel, Williams, Zorn</p> <p>Nays: 0</p> <p>Absent: 0</p> <p>Vacancies: 0</p> <p>Date: September 9, 2024</p>	<p>ANNETTE TAYLOR SECRETARY TO THE GOVERNING BOARD</p> <p>BY: </p> <p>DATED: September 9, 2024</p>
<p>Minute Order: 24-185</p>	<p>Agenda Number: 3. (Consent)</p> 

CONSENT AGENDA

Discussion:

Given the success of this agreement over the last four years, IEHP seeks to expand the partnership with the County of Riverside DPSS, by increasing our financial support to the County of Riverside DPSS office to help accelerate any eligibility related services requested by IEHP. It is expected that this expansion will cover 80,000 IEHP members per year, resulting in additional revenue in the amount of \$40 million to \$80 million per year.

The additional cost of this of this First Amendment shall not exceed \$1,128,661.00. The total cost (including this request) of this Agreement shall not exceed \$1,745,486.27 through August 31, 2025.

Fiscal Impact	Financial Review	Procurement Review	Reviewed by Counsel	Director Approval	Chief Approval
New Expenditure	D. Ferguson, 7/26/24	E. Jennings S. Cox 8/16/24	M. Popka 8/29/24	S. Jones, 8/29/24	J. McNaughton 8/29/27

FIRST AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT
FOR ELIGIBILITY-RELATED SERVICES FOR THE MEDI-CAL POPULATION

BETWEEN

INLAND EMPIRE HEALTH PLAN

AND

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES

WHEREAS, Inland Empire Health Plan (“IEHP”), a local public entity of the State of California, and County of Riverside Department of Public Social Services, (“DPSS”), agree to amend the Professional Services Agreement, COUN-PSA-02659, (the “Agreement”) between them dated September 1, 2020:

NOW, THEREFORE, the parties agree as follows:

- A. SECTION 1 (SERVICES) is hereby amended to add the following Paragraph C at the end of the existing Section:

“C. DPSS 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, DPSS will not utilize the services of any subcontractors in providing the services required hereunder without IEHP’s prior written approval. DPSS 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, DPSS shall remain the prime contractor for the services and be responsible for the conduct and performance of each approved subcontractor. If the HIPAA Business Associate Agreement, Plan Licensing/State Requirements, Medicare Advantage Program Addendum, and/or the 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 DPSS in this Agreement in the context of providing services, where applicable, will also include DPSS’s approved subcontractors.”

- B. SECTION 1 (SERVICES) is hereby amended to add the following Paragraph D at the end of the existing Section:

“D. DPSS, 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 DPSS is in breach of this Section, IEHP shall have, in its sole discretion, the right to immediately terminate this Agreement.

- C. SECTION 3 (COMPENSATION) is hereby deleted in its entirety and replaced with the following:

“3. COMPENSATION

- A. IEHP shall compensate DPSS 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 DPSS as outlined in Attachment B. DPSS shall submit invoices to IEHP for authorized services within thirty (30) days of the month of the rendered service. Invoices from DPSS 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 amount payable under this Agreement shall not exceed One Million Seven Hundred Forty-Five Thousand, Four Hundred Eighty-Six Dollars and Twenty-Seven Cents (\$1,745,486.27) (the “Total Contract Amount”);. In no event shall compensation exceed this amount without a written amendment to this Agreement authorizing such increase in total compensation payable to DPSS. DPSS agrees to monitor its costs at all times and provide IEHP forty-five (45) days’ written notice if DPSS 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 DPSS does not constitute or imply acceptance by IEHP of any portion of the DPSS’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 DPSS in writing. This Agreement shall be deemed terminated and of no further force and effect immediately on IEHP’s notification to DPSS. In the event

of such termination, DPSS shall be entitled to reimbursement of costs for services rendered in accordance with this agreement.

- D. SECTION 10 (NONDISCRIMINATION) is hereby deleted in its entirety and replaced with the following:

“10. NONDISCRIMINATION

DPSS shall not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status or age in the performance of this Agreement, and, to the extent they shall be found applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (commencing with Section 12900 *et seq.* of the Government Code), and Federal Civil Rights Act of 1964 (P.L.88-352). Additionally, this Agreement hereby incorporates by reference the provisions of Title 2, CCR, Sections 11105 *et seq.*, as may be amended from time to time. DPSS 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.”

- E. SECTION 13 (CONFIDENTIALITY) is hereby amended to add the following at the end of the existing Section:

“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 the 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.

- F. SECTION 14 (PUBLIC ENTITY STATUS; BROWN ACT/PUBLIC RECORDS ACT) is hereby deleted in its entirety and replaced with the following:

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

The parties hereby acknowledge and agree that IEHP is a local public entity of the State of California subject to the Brown Act, *California Government Code Sections 54950 et seq.*, and the *Public Records Act, California Government Code Sections 7920.000 et seq.*”

- G. SECTION 25 (FORCE MAJEURE) is hereby deleted in its entirety and replaced with the following:

“25. 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.”

- H. SECTION 26 (WORK PRODUCT AND INTELLECTUAL PROPERTY) is hereby added to the Agreement as follows:

“26. WORK PRODUCT AND INTELLECTUAL PROPERTY

- A. DPSS work product, including without limitation, all reports, findings, data or documents compiled or assembled by DPSS 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 DPSS Information (as defined below) is contained in any of the Deliverables, DPSS hereby grants to IEHP a paid-up, royalty-free, nonexclusive, perpetual license to use and reproduce such DPSS Information solely for IEHP’s internal business operations.
- C. DPSS Information is defined as information created, acquired or otherwise to which DPSS 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.”

- I. SECTION 27 (PROTECTED HEALTH INFORMATION (“PHI”)) is hereby added to the Agreement as follows:

“27. PROTECTED HEALTH INFORMATION (“PHI”)

In the event that there is PHI shared between IEHP and DPSS pursuant this Agreement, IEHP and DPSS 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 the 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.”

- J. SECTION 28 (EXCLUSION/DEBARMENT LISTS) is hereby added to the Agreement as follows:

“28. EXCLUSION/DEBARMENT LISTS

- A. DPSS 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. DPSS warrants that such status shall be maintained throughout the term of this Agreement.”
- B. DPSS understands that appearing on any such list requires IEHP to terminate this Agreement immediately, and prohibits IEHP from paying DPSS for any services rendered on or after the date of exclusion. Should DPSS be in receipt of payment for services rendered after the exclusion date, DPSS agrees to submit a refund of such fees upon written notice by IEHP.
- 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 DPSS 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. DPSS shall be provided with advance

written notice of such termination, allowing DPSS at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State or IEHP.”

- K. ATTACHMENT A (SCOPE OF SERVICES), is hereby deleted in its entirety and replaced with ATTACHMENT A (SCOPE OF SERVICES), dated August 7, 2024, added as attached hereto.
- L. ATTACHMENT B (COMPENSATION RATES) is hereby deleted in its entirety and replaced with ATTACHMENT B (SCHEDULE OF FEES), dated August 7, 2024, added as attached hereto.
- M. Notwithstanding the date of execution, unless otherwise referenced, this First Amendment shall be effective on the date of the last signature.
- N. Except as amended hereby, all of the other terms and conditions of the Agreement are to remain in full force and effect.
- O. DPSS certifies that the individual signing below has the authority to execute this First Amendment on behalf of DPSS and may legally bind DPSS to the terms and conditions of this First Amendment, and any attachments hereto.

(SIGNATURE PAGE TO FOLLOW)

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

**COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL
SERVICES, a political subdivision of the
State of California:**

INLAND EMPIRE HEALTH PLAN:

By: _____
Chuck Washington
Chair, BOS

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

Date: _____

Date: 9/11/2024

ATTEST:
KIMBERLY A. RECTOR, Clerk

By:  _____
Chair, IEHP Governing Board

Date: 9/11/2024

By: _____
DEPUTY


Attest:  _____
Secretary, IEHP Governing Board

Date: 9/11/2024

Approved as to Form: (County)
Minh C. Tran
County Counsel

Approved as to Form: (IEHP)

By: Katherine Wilkins _____
Katherine Wilkins
Deputy County Counsel
County of Riverside

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

Date: Sep 11, 2024

Date: 9/11/2024

DS
MP



ATTACHMENT A

SCOPE OF SERVICES

1. INTRODUCTION

This Scope of Services ("Scope") is made part of the Agreement between Inland Empire Health Plan ("IEHP") and the County of Riverside Department of Public Social Services ("CONTRACTOR" or "DPSS"). This Scope outlines the services to be provided by the CONTRACTOR.

Under this Agreement, IEHP shall provide funding to DPSS to support eligibility services. DPSS shall have the sole discretion to utilize IEHP's funding to support eligibility services as they deem appropriate, which may include employment practices.

2. FOR THE PERIOD OF SEPTEMBER 01, 2020, THROUGH AUGUST 31, 2024, DPSS SHALL PERFORM THE FOLLOWING SERVICES

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

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

3. FOR THE PERIOD OF SEPTEMBER 01, 2020, THROUGH AUGUST 31, 2024, IEHP SHALL COMPLETE THE FOLLOWING DUTIES



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

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



- 4) Assist IEHP Members who are temporarily disenrolled because of incomplete (or non-returning) annual redeterminations. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's Case or family number
 - vii. Member's date of disenrollment

- 5) Update eligibility status changes because of county residence. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's new county of residence
 - viii. Member's new address in the new county of residence

- 6) Update eligibility status changes because of death. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's date of death

4. **FOR THE PERIOD OF SEPTEMBER 01, 2020, THROUGH AUGUST 31, 2024, DPSS AND IEHP AGREE TO THE FOLLOWING TERMS**

- A. Except as otherwise indicated in the Agreement, DPSS shall provide (at DPSS's expense) all equipment, tools, and other materials necessary to provide the services hereunder, including workspace in DPSS facilities, or telework options, for the ETs.

- B. DPSS shall adhere to DPSS's existing process and performance standards (such as case volume or productivity metrics per FTE, processing time, etc.) when handling eligibility requests from IEHP.



- C. DPSS shall provide IEHP a monthly performance report by the 15th of the month for the performance of the previous month that includes the following metrics for case scenarios A through F (listed in Section 1 above). The report will be specific to the work processed by the aforementioned ETs and based on the lists of cases provided by IEHP. The report will be summary data showing:
 - 1) Total requests reviewed under each case scenario.
 - i. Of the total requests reviewed, total requests completed.
 - ii. Of the total requests reviewed, total requests not completed and the corresponding reasons.
- D. IEHP and DPSS performance reports and files shall be saved in Excel format.
- E. Files shall be named as follows: with an underscore () between each word, dates in the format MMDDYYYY, and no backslashes (/). For example, the data provided on March 5th, 2018, would be named: "IEHP_Clients_03052018.xlsx".

5. FOR THE PERIOD OF SEPTEMBER 1, 2024, THROUGH AUGUST 31, 2025, DPSS SHALL PERFORM THE FOLLOWING SERVICES

DPSS shall assign twelve (12) full-time employees including (4) Eligibility Technician II, (7) Eligibility Services Clerk, (1) Office Assistant III, and one (1) Eligibility Supervisor, employed by and under the supervision of DPSS, to perform the following eligibility functions exclusively for IEHP Members:

- A. Review and assign correct category of aids (Medi-Cal aid codes) for eligible IEHP members requested by IEHP according to a mutually agreed timeline. DPSS will provide weekly update on their review of these requested cases.
- B. Review eligibility of IEHP Medi-Cal Members who are 65 and older with a non-senior aid code, and then assign them with a senior aid code if qualified.
- C. Add newborns to the mother's or legal guardian's existing Medi-Cal case.
- D. Update eligibility status because of county residence.
- E. Update eligibility status because of death.
- F. Assist with the update of demographic changes (e.g., phone and address) at IEHP Members' requests.
- G. Provide IEHP with the following data elements for the newborn bucket:
 - 1) Newborn first and last name



- 2) Newborn date of birth
- 3) Mother's social security number or Client Index Number (CIN)
- H. Provide IEHP with the Client Index Number (CIN) or social security number for all other buckets.
- I. Provide IEHP with the date the case was reviewed, the date the case was processed and the outcome of the review.

6. FOR THE PERIOD OF SEPTEMBER 1, 2024, THROUGH AUGUST 31, 2025, IEHP SHALL COMPLETE THE FOLLOWING DUTIES

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

- A. Provide a list of cases to perform the eligibility functions identified in A.1 through A.8 above.
- B. Provide data elements for each case scenario as listed below:
 - 1) Review eligibility of IEHP Medi-Cal Members who are 65 and older with a non-senior aid code, and then assign them with a senior aid code if qualified. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's Case or family number
 - 2) Add newborns to the mother's or legal guardian's existing Medi-Cal case. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Newborn's first and last name
 - vii. Newborn's date of birth
 - viii. Newborn's gender



- 3) Assist IEHP Members who are temporarily disenrolled because of incomplete (or non-returning) annual redeterminations. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's Case or family number
 - vii. Member's date of disenrollment

- 4) Update eligibility status changes because of county residence. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's new county of residence
 - viii. Member's new address in the new county of residence

- 5) Update eligibility status changes because of death. This list will include the following data elements:
 - i. Member's first and last name
 - ii. Member's date of birth
 - iii. Member's age
 - iv. Member's address
 - v. Member's social security number or Client Index Number (CIN)
 - vi. Member's case or family number
 - vii. Member's date of death

7. **FOR THE PERIOD OF SEPTEMBER 1, 2024, THROUGH AUGUST 31, 2025, DPSS AND IEHP AGREE TO THE FOLLOWING TERMS**

- A. Except as otherwise indicated in the Agreement, DPSS shall provide (at DPSS's expense) all equipment, tools, and other materials necessary to provide the services hereunder, including workspace in DPSS facilities, or telework options, for the ETs.

- B. DPSS shall adhere to DPSS's existing process and performance standards (such as case volume or productivity metrics per FTE, processing time, etc.) when handling eligibility requests from IEHP.



- C. IEHP and DPSS shall work collaboratively on the monthly volume of eligibility functions performed by DPSS based on the identified buckets of work, full-time employees assigned to support IEHP requests and those employee's functions.
- D. DPSS shall provide IEHP a monthly performance report by the 15th of the month for the performance of the previous month that includes the following metrics for case scenarios A through F (listed in Section 1 above). The report will be specific to the work processed by the aforementioned ETs and based on the lists of cases provided by IEHP.
- E. IEHP and DPSS performance reports and files shall be saved in Excel format.
- F. Files shall be named as follows: with an underscore () between each word, dates in the format MMDDYYYY, and no backslashes (/). For example, the data provided on March 5th, 2018, would be named: "IEHP_Clients_03052018.xlsx".
- G. Each file provided will be separated by an Excel tab for each case scenario.
- H. Any necessary changes to the data exchanged under Schedule A may be made jointly by the Parties without a formal amendment to this Agreement unless such changes materially impact the scope or objectives of the Agreement. The determination of whether a change materially impacts the scope or objectives of the Agreement shall be made jointly by the Parties, in good faith, and with due consideration to the original intent and purpose of the Agreement. Any agreement between the Parties related to the necessary changes to the data exchanged under Schedule A shall be confirmed via email by both Parties.



ATTACHMENT B

SCHEDULE OF FEES

1. DPSS shall invoice IEHP electronically for Eligibility-Related Services for the Medi-Cal Population fees to IEHP's Accounts Payable Office at apinvoices@iehp.org. Each invoice shall cite the DPSS's name, address, remit to address, IEHP Purchase Order number, 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 DPSS. In the event of a change in the banking institution and/or account numbers, DPSS 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 DPSS's failure to provide the correct information.

2. Requests for services shall be on an as needed basis as follows:
 - A. Within thirty (30) days of the end of each fiscal quarter DPSS will prepare and submit to IEHP Accounting staff, a reimbursement claim for services and expenditures performed and incurred during the quarter. Claim documentation will include, but is not limited to, a complete budget documentation of line-item expenditures of Salaries and Benefits and Services and Supplies; and copies of timesheets, mileage logs, pay registers, and vendor invoices, as applicable. Upon review and approval of the claim, IEHP shall provide payment within ten (10) business days.
 - B. IEHP is responsible for payment of invoices for services performed by DPSS for the period beginning September 1, 2020, or upon the start date of the full-time employees (FTEs), whichever is sooner, and continuing through the end of the Agreement August 31, 2025, as outlined in Section 2 (PERIOD OF PERFORMANCE).
 - C. IEHP will be responsible to enter the DPSS issued Invoice number and the verbiage "Bill Payment to DPSS" as part of the remittance when processing the electronic payment. IEHP should also provide advance notice of the date payment is expected to be received by DPSS to DPSSTreasuryNoticesMRU@rivco.org



3. DPSS's rates are as follows:

Program Description	Description	Cost For Services
County of Riverside DPSS Medi-Cal Eligibility Services	Year 1: September 1, 2020 - August 31, 2021	\$145,256.21
County of Riverside DPSS Medi-Cal Eligibility Services	Year 2: September 1, 2021 - August 31, 2022	\$151,066.46
County of Riverside DPSS Medi-Cal Eligibility Services	Year 3: September 1, 2022 - August 31, 2023	\$157,109.12
County of Riverside DPSS Medi-Cal Eligibility Services	Year 4: September 1, 2023 - August 31, 2024	\$163,393.48
County of Riverside DPSS Medi-Cal Eligibility Services	Year 5: September 1, 2024 - August 31, 2025	\$1,128,661.00
TOTAL NOT TO EXCEED AGREEMENT AMOUNT		\$1,745,486.27

4. DPSS agrees to monitor its costs at all times and provide IEHP forty-five (45) days written notice if DPSS becomes aware that it may exceed the Total Contract Amount authorized pursuant to this Section.
5. All travel-related expenses will be included in the total compensation value of the Agreement.