

Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: CW4074-00

PROVIDER: Inland Empire Health Plan

AGREEMENT TERM: Perpetual

MAXIMUM REIMBURSABLE AGREEMENT \$0

WHEREAS, Department of Public Social Services, hereafter referred to as "DPSS", desires to assist children who do not qualify for full-scope Medi-Cal or Healthy Families benefits to find an alternate source for health care; and

WHEREAS, The State of California Department of Health Care Services, hereafter referred to as "DHCS", requires counties to refer children who are ineligible for full-scope Medi-Cal benefits to the Healthy Kids Program, provided the parents provide consent for the referral; and

WHEREAS, The Inland Empire Health Plan, hereafter referred to as "IEHP", administers the Healthy Kids Program in Riverside County; and

WHEREAS, DPSS desires IEHP to perform these services in accord with the PROFESSIONAL SERVICES AGREEMENT TERMS and CONDITIONS, hereinafter referred to as Agreement T&C, attached hereto and incorporated herein by this reference. The Agreement T&C specify the responsibility of DPSS and IEHP;

NOW THEREFORE, DPSS and IEHP do hereby covenant and agree that IEHP shall provide said services consistent with the local Initiative contract, between the DHCS and IEHP for Medi-Cal Health Plan Services, in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for DPSS:	Authorized Signature for IEHP:	Authorized Signature for IEHP:
X	X <i>Bob Buster</i>	X <i>Bradley P. Gilbert</i>
Printed Name of Person Signing:	Printed Name of Person Signing:	Printed Name of Person Signing:
Jeff Stone	Bob Buster	Bradley P. Gilbert, M.D.
Title:	Title:	Title:
Chair of Riverside County Board of Supervisors	Chairperson of IEHP Governing Board	Chief Executive Officer of IEHP
Address:	Address:	Address:
4080 Lemon Street Riverside, CA 92501	303 East Vanderbilt Way, Ste 400 San Bernardino, CA 92408	303 East Vanderbilt Way, Ste 400 San Bernardino, CA 92408
Date signed:	Date signed:	Date signed:
		4/7/09

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CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CalWORKs" refers to California Work Opportunity and Responsibility to Kids
- B. "DHCS" refers to the California State Department of Health Care Services
- C. "DMHC" refers to the California State Department of Managed Health Care
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement
- E. "DRA" refers to Deficit Reduction Act
- F. "HFP" refers to the Healthy Families Program
- G. "HIPAA" refers to the Health and Insurance Portability and Accountability Act of 1996
- H. "HKP" refers to the Healthy Kids Program
- I. "IEHP" refers to the Inland Empire Health Plan
- J. "JOM" refers to the Joint Operational Meetings
- K. "MC321 HFP" refers to the Healthy Families and Medi-Cal Joint Application
- L. "TAM" refers to Temporary Assistance and Medi-Cal

II. DPSS RESPONSIBILITIES

- A. DPSS shall:
 - 1. Assign DPSS staff liaison to coordinate activities and services with IEHP.
 - 2. Obtain parents' permission to share a child's application information with IEHP for purposes of applying for the Healthy Kids Program when the County does not have this permission on file.
 - 3. Upon receipt of parents' permission, refer children between the ages of one month and 19 years who were ineligible for the Healthy Families Program (HFP) and were approved for restricted Medi-Cal benefits and meet the following eligibility criteria:
 - a. A U.S. Citizen who is unable to meet DRA citizenship and identity requirements; or,
 - b. An undocumented immigrant.
 - 4. Limit information to be shared with IEHP to the MC321 HFP application. No information regarding Medi-Cal eligibility or information regarding the County's Medi-Cal determination shall be shared by the County directly with IEHP.
 - 5. Provide MC321 HFP in paper form. There shall be no electronic transmittals of the MC321 HFP.

6. Compile paper MC321 HFP forms into parcels to be delivered by mail to IEHP on a weekly basis.
7. Attach a cover sheet to each referral to IEHP. The cover sheet will not contain any confidential/eligibility information and will contain only basic information such as Date, Name of Applicant, Name(s) of children being referred, Referring District, Referring Eligibility Worker and the date the Referral Packet was Sent by the Eligibility Worker.
8. Keep a record of the flow of referrals from the County to IEHP.

III. IEHP HEALTHY KIDS PROGRAM RESPONSIBILITIES

A. IEHP shall:

1. Assign an IEHP staff member as the primary liaison between IEHP and DPSS.
2. Accept MC321 HFP applications from TAM in paper format only to protect the privacy and confidentiality of the information contained in the application.
3. Screen applicants for enrollment in the Healthy Kids Program.
4. Provide a quarterly report to the TAM liaison that will include, but not be limited to, the following:
 - a. Number of referrals received
 - b. Number of applicants screened for Healthy Kids coverage
 - c. Number of referred clients enrolled in the Healthy Kids Program
5. Provide TAM with copies of its Healthy Kids Program flyers and brochures for distribution to Medi-Cal customers.
6. IEHP shall notify DPSS of any continuing vacancies and any positions that become vacant that will result in reduction of services to be provided under this Agreement. Upon notice of vacancies, IEHP shall apprise DPSS of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to DPSS on each periodically required report for the duration of said vacancies and/or problems.

IV. JOINT RESPONSIBILITIES

A. DPSS and IEHP shall:

1. Hold Joint Operational Meetings (JOM), as follows:
 - a. Will be held semi-annually
 - b. Will be attended to facilitate communication between IEHP and DPSS
 - c. Will include the primary liaisons from each organization
2. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this

agreement; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

3. Establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through DPSS and IEHP's mutual chain of command, as deemed necessary.
4. Develop and implement procedures and forms necessary to administer and document program referral, participation, compliance and effectiveness.

V. FISCAL PROVISIONS

A. MAXIMUM PAYMENT

1. There shall be no cost for enrollment services provided by IEHP to TAM clients. Riverside County DPSS shall incur no fiscal obligation for services outlined in this agreement.
2. It is mutually agreed and understood that the obligation of IEHP is limited by and contingent upon the availability of funding.

B. RECORDS, INSPECTIONS, AND AUDITS

1. The IEHP shall maintain auditable books, records, documents, and other evidence pertaining to activities performed under this Agreement. IEHP shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later. Records of IEHP which do not pertain to the services under this Agreement shall not be subject to review or audit unless provided in this or another agreement.

VI. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective as of April 1, 2009 through June 30, 2010 and shall automatically be renewed for successive one-year periods unless terminated as described in paragraph VI.N. of this Agreement.

B. CONFLICT OF INTEREST

The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

C. NOTICES

Unless expressly provided otherwise, all Notices herein provided to be given, or which may be given, by any party to the other, will be deemed to have been fully given when written and personally delivered or deposited in the United States mail, certified and postage prepaid and addressed as follows:

To IEHP:

Inland Empire Health Plan
303 East Vanderbilt Way, Suite 400
San Bernardino, CA 92408
(909) 890-2000
attn: Chief Executive Officer

To DPSS:

Riverside County DPSS
10281 Kidd St
Riverside, CA 92503
(951) 358-3030
attn: Director of DPSS

IEHP shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.

D. CONFIDENTIALITY

DPSS and IEHP shall observe all federal, state and county requirements, and applicable law concerning the confidentiality of records. DPSS and IEHP, as required by applicable law, shall strictly maintain confidentiality of medical records of patients, including protection of names and address, and other identifying information from unauthorized disclosure.

E. EMPLOYMENT PRACTICES

IEHP and DPSS shall not discriminate in recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, mental 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 (Government Code Section 12900 et seq.), and Federal Civil Rights Act of 1962 (P.L. 88-352).

F. CLIENT CIVIL RIGHTS COMPLIANCE

1. IEHP shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

2. IEHP shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

G. NONDISCRIMINATION

Services and benefits shall be provided by DPSS and IEHP to individuals without reference otherwise to their religion, color, race, sex, national origin, age, sexual preferences, physical or mental handicaps or condition in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

1. Denying a participant any service or benefit or availability of a facility.
2. Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
3. Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

H. HOLD HARMLESS/INDEMNIFICATION

IEHP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, and 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 whatsoever, based or asserted upon any services of IEHP, its officers, employees, contractors, 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 whatsoever and resulting from any reason whatsoever arising from the performance of IEHP, its officers, agents, employees, subcontractors, agents or representative Indemnitors from this Agreement. IEHP shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

DPSS shall indemnify and hold harmless IEHP, its officers, employees, contractors, subcontractors, agents or representatives from any liability whatsoever, based or asserted

upon any services of DPSS 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 whatsoever and resulting from any reason whatsoever arising from the performance of DPSS. DPSS shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, IEHP, its officers, employees, contractors, subcontractors, agents or representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by either party, the indemnifying party 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 the other party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the party's obligation to indemnify the other party as set forth herein.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve IEHP from indemnifying the County to the fullest extent allowed by law.

I. LICENSES AND PERMITS

IEHP shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement and shall procure all licenses and pay all fees and other charges required thereby. IEHP shall maintain all required licenses during the term of this Agreement. Failure to comply with the provisions of this section may result in immediate termination of this Agreement.

J. ASSIGNMENT

This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by IEHP, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the written consent of TAM. Any assignment or delegation of this Agreement by TAM to a third party shall be void unless prior written approval is obtained from IEHP.

In the performance of this Agreement, IEHP, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of Riverside. IEHP certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549 and implemented as 45 CFR, Part 76.

K. CHILD ABUSE REPORTING

IEHP shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, contractors, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code Sections 11165-11174.3.

L. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

IEHP shall require all persons, including but not limited to its officers, agents, employees, volunteers and any subcontractor directly or indirectly involved in the administration of services provided under this Agreement to comply with the provisions of Sections 10850, 827 and 14100.2 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:

1. All applications and records concerning any individual made or kept by IEHP or its subcontractors relating to a DPSS client shall be confidential and shall not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
2. No person shall publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement unless so authorized by law. IEHP agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

M. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

IEHP and DPSS may be subject to relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and 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 of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law, which may apply to TAM. Both parties further agree that where applicable to that entity, each party shall be in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent thereto.

N. TERMINATION

This Agreement may be terminated without cause upon thirty (30) days written notice by either party.

If, during the term of this Agreement, State and/or Federal funds appropriated for the purposes of this Agreement are reduced or eliminated, DPSS may immediately terminate this Agreement upon written notice to IEHP.

If during the course of the administration of this Agreement, the County determines that IEHP has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the County is entitled to pursue any available legal remedies.

O. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California and the United States of America, including but not limited to: the California Knox-Keene Act and the regulations promulgated thereunder by the DMHC, the Health Maintenance Organization Act of 1973 and the regulations promulgated thereunder by the

United States Department of Health and Human Services, and the Waxman-Duffy Prepaid Health Plan Act and the regulations promulgated by DHCS

The provisions of the Government Claims Act (Government Code Section 900, et seq.) must be followed first for any dispute under this Agreement.

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

P. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

Q. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.