

**SUBMITTAL TO THE RIVERSIDE COUNTY
IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

832C



FROM: Department of Public Social Services on behalf of
In Home supportive Services Public Authority

SUBMITTAL DATE:
May 18, 2010

SUBJECT: Contract with the Department of Public Social Services to Supply Services in Support of Assembly Bill X4 No. 19

RECOMMENDED MOTION:

That the In Home Supportive Services Public Authority Board:

1. Approve and execute the FY 09/10 professional service Agreement # AS-01561 with the Department of Public Social Services for \$162,350 annually, which contains automatic renewals for additional one-year periods;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates; and
3. Authorize the Director of the Department of Public Social Services (DPSS) to administer the agreement.

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 162,350	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09-10

SOURCE OF FUNDS:			Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 50%; State Funding: 50%; County Funding: 0%; Realignment Funding: 0%; Other Funding: 0%			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 8/27/02 (#3.68) | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

7.1

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director
County Purchasing Department

Departmental Concurrence

S.T. Meyer 5/16/10
County Counsel

**TO: IN HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY**

DATE: May 18, 2010

SUBJECT: Contract with the Department of Public
Social Services to Supply Services
in Support of Assembly Bill X4 No. 19

BACKGROUND:

In recognition of the role of the State of California in protecting the safety and promoting the well-being of the most vulnerable residents/recipients of In Home Supportive Services, the California Legislature passed Assembly Bill X4 No. 19 that established new requirements for program providers and recipients.

This contract is established to memorialize the existing relationship and clearly define the roles to be performed by the County and the In Home Supportive Services – Public Authority in the implementation and ongoing administration of ABX4 No. 19.

A strong partnership between the Riverside County In-Home Supportive Services Program (IHSS) and the Riverside County In-Home Supportive Services Public Authority (PA) will ensure compliance with the new statutory requirements. This partnership will achieve the additional goal of timely approval or denial of provider eligibility, assuring that recipients of IHSS services will remain safe in their own homes and providers may be promptly paid for the authorized services they provide.

The combined duties of IHSS and the PA include notifying current providers of the new legislative background requirement, tracking provider eligibility and compliance with the new regulations, providing supplies for orientation trainings, identifying, securing, and scheduling locations for orientations, providing a toll free number for scheduling orientation, mailing orientation CDs to those not in attendance at general orientations, receiving and recording subsequent arrest report information, tracking terminated providers, and sharing all pertinent state communications and instructions.

The current Interagency Agreement between the County of Riverside and the Riverside County PA (August 27, 2002 #3.68) remains in effect. The PA will continue to provide a Registry orientation for all Registry providers, provide access to training for providers and perform additional duties which the County determines are appropriate.

FINANCIAL: Funding for this agreement is available within Department appropriations.

ATTACHMENT: Agreement #AS-01561

CONCUR/EXECUTE: Purchasing and Fleet Services

SL:PR:clh

Original 1 of 4

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

SERVICES CONTRACT: AS-01561

CONTRACTOR: Riverside County In-Home Supportive Services Public Authority

CONTRACT TERM: November 1, 2009 - June 30, 2010

MAXIMUM REIMBURSABLE AMOUNT: \$162,350

WHEREAS, the Department of Public Social Services In-Home Supportive Services (IHSS) desires to secure services to fulfill new requirements of Assembly Bill X4 No. 19;

WHEREAS, Riverside County In-Home Supportive Services Public Authority (Contractor) is qualified to supply services to fulfill new requirements of Assembly Bill X4 No. 19;

WHEREAS, IHSS desires the Contractor to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of IHSS and the Contractor;

NOW THEREFORE, IHSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for IHSS/County:	Authorized Signature for Contractor:
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Marion Ashley
Title: Chairman of the Board of Supervisors	Title: Chairperson, Board of Directors
Address: 4080 Lemon Street Riverside, CA 92501	Address: 12125 Day Street, Suite S-101 Moreno Valley, CA 92557
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY: *Beauford T. Miller, Jr.* 5/16/10
 BEAUFORD T. MILLER, JR. DATE
for IHSS

FORM APPROVED COUNTY COUNSEL

BY: *Larisa R-Mckenna* 5/16/10
 LARISA R-MCKENNA DATE

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List of Exhibits

Exhibit A – Case Management, Information and Payrolling System (CMIPS) Confidentiality Statement

Exhibit B – DPSS Forms 2076A

Exhibit C – DPSS Forms 2076B

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "CDSS" refers to the California Department of Social Services which oversees DPSS activities.
- B. "CMIPS" or "Case Management Information and Payroll System" refers to the state system into which provider information is entered for payroll and tracking.
- C. "DOJ" refers to the California Department of Justice whose repositories are searched during the Live Scan background check process.
- D. "DPSS" refers to the County of Riverside and its Department of Public Social Services, alternatively herein referred to as IHSS or County, which has administrative responsibility for this Contract.
- E. "ENRL" refers to the enrollment screen in CMIPS which is used to enter provider enrollment information.
- F. "IHSS-PA" refers to the Riverside County In-Home Supportive Services Public Authority, alternatively herein referred to as PA or Contractor, a separate entity from DPSS.
- G. "Live Scan" refers to the mode of collecting and transmitting fingerprints to DOJ for background search.
- H. "Non-Registry" refers to all providers who do not meet the criteria in I.J.
- I. "Orientation" refers to instruction given to providers in accordance with Assembly Bill X4 No.19.
- J. "Providers" refers to persons paid to provide authorized IHSS services to IHSS clients. The word caregiver may also be used interchangeably. For purposes of this contract, there are three (3) types of IHSS providers:
 - a. New (unknown to CMIPS before 11-1-09),
 - b. Current (known to CMIPS prior to 11-09) and
 - c. Registry (may be "New" or "Current")
- K. "Registry" refers to the providers who pass the screening process and are signed up as part of the Public Authority's list of providers willing to provide IHSS services as part of the Public Authority Registry.
- L. "SIU" refers to the DPSS Special Investigations Unit.
- M. "Subsequent Arrest Reports" refers to requestor notification of criminal activity which becomes known to DOJ after the original criminal background check report has been issued.

II. IHSS RESPONSIBILITIES

- A. Assign staff to be liaison between IHSS and the Riverside County In-Home Supportive Services Public Authority (PA).

- B. IHSS may monitor the performance of the PA in meeting the terms, conditions and services in this Contract. IHSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Identify current non-Registry providers who require State mandated orientation.
- D. Provide instruction as forwarded by the Deputy Director or designee to the PA as to the content and forms required for state mandated orientation and other documents required by the County (IHSS) and provide copies of State issued CDs, orientation booklets and orientation handouts.
- E. Provide notice to Current providers regarding the new State requirements for provider orientation enrollment and fingerprinting.
- F. Refer Current providers to the PA for orientation and completion of provider enrollment forms.
- G. Provide Orientation and enrollment for New providers.
- H. Provide DOJ Live Scan forms and invitations to orientation for New and Current providers.
- I. Generate and issue provider notices for all providers known to CMIPS and direct the PA to provide DOJ or other notices as determined by the Deputy Director.
- J. Provide notice to IHSS consumers when a provider fails the enrollment process.
- K. Review the Suspended and Ineligible list and inform PA and/or district offices when a Current provider is no longer eligible due to status on the list.
- L. Maintain copies of Provider Enrollment documents in the IHSS case files (for New providers this begins immediately and for Current providers it will occur when the Deputy Director requests those files to be transferred to the IHSS District Offices).
- M. Provide access for approved PA staff, to CMIPS provider and recipient screens necessary to comply with the provisions of this Contract.
- N. Provide any requested training to PA staff in CMIPS Provider Enrollment procedures as necessary for completion of PA duties outlined in this Contract.
- O. Provide IHSS staff for all sessions of Current Provider Orientations.
- P. Provide IHSS staff for meetings with PA as necessary to troubleshoot implementation of statutory mandates and other duties outlined in this Contract.
- Q. Maintain and provide supplies of the state mandated DOJ background investigation forms for processing for all IHSS providers.
- R. Record the status of New provider enrollment on the ENRL screen in CMIPS as well as for any current providers who complete enrollment forms at the district office.
- S. Follow up with all providers when a discrepancy occurs in SSN, or other ID.
- T. Review and provide feedback regarding county-augmented mandatory provider orientation materials.

- U. Share all pertinent CDSS communications, All County Letters (ACLs) and other instructions provided by the State with the PA.
- V. Provide a list of terminated providers to the PA by the 20th each month, beginning February 20th to aid in notifying DOJ that subsequent arrest/conviction information is no longer needed. A separate partial report will include information for the period December 16 through 31, 2009.
- W. Provide timely reporting to the CDSS and the California Department of Health Care Services (CDCHS) of IHSS provider applicant ineligibility due to failure to meet background screening requirements as required.
- X. IHSS District Offices are to provide the PA with an updated version of the IHSS Provider Orientation and Enrollment Tracking Worksheet on a weekly basis, in a format to be mutually agreed upon, until such time as the Deputy Director no longer requests the information.
- Y. Reimburse the PA for expenses associated with IHSS provider orientation and enrollment activities and DOJ background investigations related to Assembly Bill X4 No. 19. Such reimbursement shall include direct expenses associated with wages and benefits, expenses, services, supplies, postage and mailing costs associated with identified provider enrollment, orientations and DOJ background investigation activities, but shall not include any duties already mandated by law as specific PA functions such as:
 - 1. Acting as employer of record for IHSS providers;
 - 2. Assisting consumers in finding IHSS providers through the establishment of a registry;
 - 3. Investigating the qualifications and background of potential IHSS providers listed in the registry (beyond the State mandated DOJ check);
 - 4. Establishing a referral system under which potential IHSS providers are made known to consumers; and/or
 - 5. Providing for training for IHSS providers and consumers.

III. IHSS PUBLIC AUTHORITY RESPONSIBILITIES

A. SCOPE OF SERVICE

- 1. Assign staff to be liaison between the Riverside County In-Home Supportive Services Public Authority and DPSS.
- 2. Ensure that all PA staff using CMIPS sign the Case Management, Information and Payrolling System (CMIPS) Confidentiality Statement, Exhibit A. Exhibit A is attached hereto and incorporated herein by this reference.
- 3. Identify and contact all Registry providers requiring the new State mandated provider enrollment requirements.
- 4. Identify, secure, and schedule locations for Registry and Current provider orientations and enroll Current providers who desire to attend an orientation session.
- 5. Provide a separate toll free number for scheduling orientation for Current providers.
- 6. Maintain files for all Current providers (except those that complete enrollment documents in a district office) until such time as IHSS requests the files be transferred to the IHSS district office. Files should be maintained in a manner agreeable to both parties.

7. Mail CDs and/or provider orientation materials to Current providers who request and/or do not attend an orientation session.
8. Receive information from and share information with IHSS regarding the status of provider enrollments for purposes of tracking and reporting, as requested by the IHSS Deputy Director or designee.
9. Track completion of Current provider enrollment requirements and enter that information on the ENRL screen for Current providers who are processed through the PA.
10. Maintain and update the IHSS Provider Tracking Log until such time as the Adult Services Deputy Director sends a written notification that the information is no longer required.
11. Notify IHSS when a Current provider fails to complete orientation requirements and/or fails the background check.
12. Provide notice of failure to pass enrollment requirements to those providers who are applying for the Registry, but who are not known to CMIPS.
13. Provide staff necessary to receive and review all provider Live Scan results and subsequent arrests/conviction information for all providers.
14. Provide staff necessary to perform Current IHSS provider orientations.
15. Refer subsequent arrest/conviction information to DPSS SIU for follow up.
16. Provide state-mandated orientation and orientation materials, or access to such materials, to all Current and all Registry IHSS providers according to the requirements of CDSS.
17. Ensure that all Current IHSS providers who attend orientation complete the following forms:
 - a. SOC 426 (IHSS Provider Enrollment Form);
 - b. SOC 846 (IHSS Enrollment Statement);
 - c. DPSS 3731 (IHSS QA/QI/Fraud Prevention Compliance Agreement);
 - d. DPSS 305C (Provider Statement of Responsibilities) when provided by IHSS; and
 - e. Any other forms requested by IHSS.
18. Provide IHSS with copies of Provider enrollment documents in a timely manner when requested, and in a format agreed to by both parties.
19. Receive and record subsequent arrest report information affecting provider eligibility and update IHSS Deputy Director or designee regarding any change in a Provider's background investigation status, as allowed by law and DOJ regulations.
20. Obtain and maintain copies of Current Provider photo ID and Social Security Card in a secured location, as required by CDSS.

21. Notify IHSS of those providers with incomplete or inconsistent IDs including specific information about the discrepancy and copies of any documents.
22. Notify DOJ when subsequent arrest/conviction information is no longer needed as directed by ACL 10-05.
23. Provide viewing of a provider's DOJ response when the provider fails the background check and requests to see that item, all in accordance with DOJ policy.
24. Provide notices to providers as directed by the IHSS Deputy Director.
25. Maintain all DOJ records in a manner consistent with DOJ policies and procedures, and CDSS policies and procedures such as, but not limited to ACL 10-5.
26. Release information as required for appeals and allowed by law.

B. REPORTING

1. OVERALL TRACKING

- a. Provide the IHSS Provider Orientation and Enrollment Tracking Worksheet to IHSS and PA on a weekly basis in a format to be mutually agreed upon.

2. DOJ ACTIVITY

- a. Provide report(s) with DOJ information to IHSS, and PA as necessary, in format(s) to be mutually agreed upon as may be requested in the future by the IHSS Deputy Director or designee.

3. AD HOC

- a. Provide other reporting as may be determined necessary and requested by the IHSS Deputy Director or designee.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT (MRA)

Total payment under this Contract shall not exceed \$162,350.

2. LINE ITEM BUDGET

Component	Amount
Salaries/Benefits	\$156,161
Equipment	6,189
Total	\$162,350

3. FISCAL PROVISIONS AND BILLING DOCUMENTATION REQUIREMENTS

a. IHSS REQUIREMENTS

- i. Reimburse to PA for personnel salary/benefits and equipment (EDP equipment and IT computers) for activities associated with IHSS provider enrollment activities, provider orientations and background investigations outlined in this contract, not to exceed the MRA.
- ii. A quarterly Journal Entry (JE) will be processed within 30 days of each fiscal quarter to reimburse PA for personnel and equipment costs incurred as stated in this contract.

b. IHSS PUBLIC AUTHORITY REQUIREMENTS

- i. IHSS shall execute and submit time studies monthly to IHSS utilizing available time study codes associated with the activities covered under this contract.
- ii. Equipment expenditures paid by PA associated with provider enrollment activities, provider orientations and background investigations outlined in this contract must be submitted to IHSS for reimbursement with an invoice and supportive documentation.

4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. Actual costs for salary/benefits associated with activities as outlined in the contract will be reimbursed to the Contractor through the JE process within 30 days after each quarter.
- b. All claims submitted in a timely manner will be processed within twenty (20) working days of receipt by DPSS-Management reporting Unit. PA shall process and post the Journal entry (JE) and forward to the Auditor-Controller's office for payment within ten (10) working days of DPSS approval of the JE.
- c. When requesting payment, PA shall submit DPSS Forms 2076A (Exhibit B) and 2076B (Exhibit C) following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits B and C are attached hereto and incorporated herein by this reference for request of all payments. The approved backup shall be submitted with the claim.
- d. Reimbursement may be delayed if required supporting documentation is not provided in a timely manner.

5. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor 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.
- b. 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 Contract, 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 Contract and the premises in which it is being performed.
- c. 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.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

8. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS-IHSS.

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

2. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Contract shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this contract with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will 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 Contract. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. Contractor 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.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

5. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and

2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

6. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all

other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

8. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

9. PERSONNEL

- a. Conduct criminal background records checks on all employees, subcontractor, and volunteers providing services under this contract. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A certification of such clearance shall be retained in each individual's personnel file.
- b. Alcohol and Drug Use Prohibited

As a material condition of this Contract, the Contractor agrees that the Contractor and its employees, while performing services for IHSS:

- (1). Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2). Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3). Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

- (4). DPSS may terminate for default or breach of this Contract, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

10. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of IHSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder

11. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall establish a procedure acceptable to IHSS and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse or neglect to a child protective agency as defined in the Penal Code

12. ADULT AND ELDER ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to IHSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to IHSS, followed by a written report within two (2) working days.

13. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

14. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Contract is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

IV. JOINT RESPONSIBILITIES

A. MUTUAL AGREEMENT

1. This contract primarily addresses responsibilities specific to provider eligibility required by Assembly Bill X4 No. 19, which established new requirements for program providers and recipients.
2. The current Interagency Agreement between the County of Riverside and the Riverside County PA (August 27, 2002) remains in effect.
3. Pursuant to their responsibilities in the 2002 agreement separate and apart from this agreement for no further compensation, PA will continue to:
 - a. Provide a Registry orientation for all registry providers,
 - b. Provide access to training for providers and consumers, and
 - c. Provide matching and conflict resolution activities for IHSS providers.
4. Pursuant to their responsibilities in the 2002 agreement separate and apart from this agreement for no further compensation, as Employer of Record, PA will also:
 - a. Perform additional duties which the County determines are appropriate,
 - b. Administer the Verification of Employment program/services for all IHSS providers,
 - c. Administer the Workers Compensation program for all IHSS providers, and
 - d. Administer Health Benefits.
5. PA mandates as outlined in Welfare and Institutions Code Section 12301.6 shall not be charged to IHSS.
6. CMIPS information shall be maintained and utilized by both parties in a manner consistent with the confidentiality requirements applicable to the County.
7. Both parties agree to abide by regulations set forth in federal, state and/or local law pertaining to the sharing of confidential information between county agencies, to include, but not limited to those set out in the Welfare and Institutions Code Section 10850.

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective November 1, 2009 to June 30, 2010 and renews automatically unless terminated as outlined in Section V.H.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

IHSS: Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

CONTRACTOR: Riverside County In-Home Supportive Services Public Authority
Executive Director
12125 Day Street, Suite S-101
Moreno Valley, CA 92557

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

E. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, IHSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. IHSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of IHSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, 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. Requests to modify fiscal provisions shall be submitted no later than May 1 of any given year.

H. TERMINATION

This Contract may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event IHSS elects to abandon, indefinitely postpone, or terminate the Contract, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

I. ENTIRE CONTRACT

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

**CASE MANAGEMENT, INFORMATION AND PAYROLLING SYSTEM
(CMIPS)**

**STATEMENT OF CONFIDENTIALITY
(Public Authority Staff Using CMIPS only)**

Confidentiality is of the utmost importance. To that end, the undersigned agrees to the following:

1. Maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.
2. Ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.
3. Keep all information in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code
4. Refrain from publishing, disclosing, using, permitting, or causing to be published, disclosed, or used, any confidential information pertaining to any provider under this Contract.
5. Acknowledge that deliberately violating these provisions is a misdemeanor.
6. Case Management, Information and Payrolling System (CMIPS) shall be maintained and utilized by the parties in a manner consistent with the confidentiality requirements applicable to the County.

EMPLOYEE SIGNATURE

DATE

EMPLOYEE NAME (PRINT)

CLASSIFICATION

DISTRICT/UNIT

SUPERVISOR SIGNATURE

DATE

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

Remit to Name _____
Address _____
City _____ State _____ Zip Code _____
Contractor Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20__

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)
 Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Actual Payment \$ _____
(Same amount as 2076B if needed)
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature

Title

Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

DPSS 2076A**CONTRACTOR PAYMENT REQUEST****"Remit to Name"**

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory **(required)**. **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **Form 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of Form 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)
information on all DPSS Forms.)

FORM DPSS 2076B **CONTRACTOR EXPENDITURE REPORT**

When completed, this form is attached to the front of your invoices, and behind DPSS Form 2076A. Only if Contract/MOU contains a line item budget, or you are to report match, or client contains a line item budget, or you are to report match, or client fees collected.

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Actual Expenditures For"

The billing period you are requesting payment for.

"Contract Number"

Can be found on the first page of your contract.

"Approved Budget Amount"

Current itemized budget amount as approved *(or amended)* in accordance with the **Fiscal Provisions** of your executed Contract/MOU agreement.

"Current Expenditures"

Itemized expenditures incurred during the billing period.

"Cumulative Expenditures"

Cumulative expenditures from previous billings plus current expenditures.

"Unexpended Budgeted Amount"

Approved budget amount less cumulative expenditures.

"In-kind/Cash Contribution"

If your contract requires that you provide a match, fill in your itemized contributions, if not leave blank. *The same documentation is required for match as for actual reimbursable costs.*

"Client Fees Collected"

If your contract allows you to collect client fees fill in the total amount collected *(if not specifically addressed in your Contract/MOU you may not collect additional fees from the client)*.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT