

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

408



**FROM:** Office on Aging

**SUBMITTAL DATE:**  
June 16, 2010

**SUBJECT:** One-Year Contract Agreement with the California Department of Aging (CDA) and the Office on Aging to implement the Multi-Purpose Senior Services Program (MSSP) MS-1011-24 for Fiscal Year 10-11.

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

- 1) Approve the attached Contract MS-1011-24 (7/1/2010 – 6/30/2011) from the California Department of Aging;
- 2) Authorize the Chairman of the Board to sign the agreement;
- 3) Direct the Clerk of the Board to retain one original copy and return three (3) original copies of the contract to the Office on Aging for further processing.

**BACKGROUND:** The California Department of Aging has awarded a contract to the Riverside County Office on Aging to continue to provide care management services to Medi-Cal beneficiaries who are at risk of being placed out of their homes due to increasing frailty.  
Background continued on Page 2.

*Edward F. Walsh*

Edward F. Walsh, Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	10-11

<b>SOURCE OF FUNDS:</b> FEDERAL 50%; STATE 50%;	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Lani Sioson*  
Lani Sioson

**County Executive Office Signature**

- Consent
- Policy
- Consent
- Policy

**Prev. Agn. Ref.:** June 8, 2010, 3.9

**District:** ALL

**Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.61

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY: *Samuel Wong*  
 SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kipnis*  
 NEAL R. KIPNIS  
 DATE: 6/20/10  
 Departmental Concurrence

Dep't Recomm.:  
Per Exec. Ofc.:

**SUBJECT:** One-Year Contract Agreement with the California Department of Aging (CDA) and the Office on Aging to implement the Multi-Purpose Senior Services Program (MSSP) MS-1011-24 for Fiscal Year 10-11

June 16, 2010

Page 2

**BACKGROUND:** (continued)

The MSSP budget in the amount of \$1,194,230 (Exhibit B) was submitted to the Board and approved on June 8, 2010 agenda item 3.9. The performance-based contract can serve up to 309 clients monthly from 7/1/10 through 6/30/11. Since the program's inception in 1999, MSSP has assisted frail older persons (65 years and older) to avoid inappropriate or premature placement in nursing facilities and to foster independent living in their own communities.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>MS-1011-24</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 

STATE AGENCY'S NAME California Department of Aging
CONTRACTOR'S NAME COUNTY OF RIVERSIDE, OFFICE ON AGING
- The term of this Agreement is: July 1, 2010 (or, if applicable, when approved by DGS, Office of Legal Services, whichever is later.) Through June 30, 2011
- The maximum amount of this Agreement is: **\$ 1,191,230**  
One million, one hundred ninety-one thousand, two hundred thirty
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
 

Exhibit A – Scope of Work	10 page(s)
Exhibit B – Budget Detail and Payment Provisions	7 page(s)
Exhibit C* – General Terms and Conditions	GTC 307
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	
<input checked="" type="checkbox"/> Exhibit - D* Special Terms and Conditions	AGING-MS-510
Exhibit E – Zipcodes	1 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:**

<b>CONTRACTOR</b>		California Department of General Services Use Only           <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF RIVERSIDE, OFFICE ON AGING		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 6296 RIVERCREST DRIVE, Suite #K RIVERSIDE CA 92507		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Aging		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Rachel de la Cruz, Manager, Contracts and Business Services		
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834		

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS DATE:

Exhibit A – Scope of Work

**SCOPE OF WORK**

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-1011-24 in accordance with this Agreement. The number of client months under this Agreement is 3,708.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor COUNTY OF RIVERSIDE, OFFICE ON AGING
Name: Mary Sibbett	Name: Vikki Neugebauer, Site Director
Phone: 916 419-7551	Phone: (951) 867-3800
Fax: (916) 928-2508	Fax: (951) 867-3840

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: COUNTY OF RIVERSIDE, OFFICE ON AGING
Section/Unit: Business Services and Contracts	Section/Unit: Administration
Attention: Don Fingado	Attention: Hilary Clarke
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 6296 Rivercrest Drive, Suite #K Riverside CA 92507
Phone: (916) 419-7157	Phone: (951) 867-3800
Fax: (916) 928-2500	Fax: (951) 867-3830

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW**

The MSSP is a Medi-Cal waiver program authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act. The primary objectives of the Multipurpose Senior Services Program are to:

1. Avoid the inappropriate placement of frail older persons in nursing facilities; and
2. Foster independent living in their communities.

CDA contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP client population in the catchment area identified in Exhibit E of this Agreement. Individuals eligible for MSSP must be age 65 or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code for MSSP as described in the Multipurpose Senior Services Program Medi-Cal Aid Codes, Exhibit D, of this Agreement; be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's fiscal intermediary, Affiliated Computer Services, Inc. (ACS).

**ARTICLE III. MSSP PROGRAM OPERATIONS**

The Contractor shall be responsible for all care management obligations including processing client applications, making eligibility determinations, assessments, developing care plans, case recording and documentation, and providing follow-up. The Contractor shall directly provide or arrange for the continuous availability and accessibility of all services identified in each client's care plan. The Contractor shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, The Contractor shall incorporate the following components into the scope of operations:

**A. Care Management Team**

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide their assigned analyst with a copy of the organization chart within 30 days of the execution of this Agreement to your assigned MSSP analyst.
2. The Contractor shall employ a care management team that consists of a social worker and a registered nurse that meet the qualifications

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

- d. Care Management.
- e. Respite Care.
- f. Transportation.
- g. Meal Services.
- h. Protective Services.
- i. Special Communications.

**D. Case Files**

The Contractor shall maintain an up-to-date, centralized, secured case file record for each client, consisting, at a minimum, of the following, using forms prescribed by CDA:

1. Application Form.
2. Release of Information Form.
3. Client Enrollment/Termination Information Form.
4. Certification/Recertification Form.
5. Initial health and psychosocial assessments and reassessments and current reassessment.
6. Initial and current care plan which identifies the client's care problems and needs, functional limitations, authorized services, and the outcomes of delivered services.
7. Client progress notes and other client-related information (e.g., correspondence, medical/psychological/social records).
8. Denial or discontinuance letters.
9. Termination Forms.
10. Fair Hearing documentation.
11. Institutionalization Form.

**E. Management Information Systems (MIS)**

The Contractor shall maintain and operate an MIS at its site. The Contractor shall:

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

- a. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals (22 CCR 98310, 98314).

The group-needs assessment shall take into account the following four factors:

- (1) Number or proportion of limited English-speaking (LEP) persons eligible to be served or likely to be encountered by the program.
- (2) Frequency with which LEP individuals come in contact with the program.
- (3) Nature and importance of the services provided to people's lives.
- (4) Resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Government Code Section 11135 et seq. and Sections 98000-98382 of Title 22 of the California Code of Regulations.

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
- (1) Methodologies used.
  - (2) Findings regarding linguistic and cultural needs of non-English or LEP groups.
  - (3) Services proposed to address the needs identified and a timeline for implementation (22 CCR 98310).
- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement (22 CCR 98310, 98313).

**2. Provision of Services**

- a. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (22 CCR 98211)

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)**

culturally and linguistically appropriate services (22 CCR 98310).

- c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (22 CCR 98314)

4. Notice to Eligible Beneficiaries of Contracted Services

- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (22 CCR 98325)
- b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 et seq. (22 CCR 98326).
- c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law (22 CCR 98211, 98310, 98340).

H. Emergency Preparedness

- 1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of clients they are charged to serve during medical or natural disasters, such as a pandemic, earthquake, fire, flood, or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.
- 2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support clients in the event of natural disasters or other public emergencies.
- 3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and vendors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.
- 4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:



Budget Detail and Payment Provisions – Exhibit B  
Multipurpose Senior Service Program

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment, the Contractor shall prepare and submit electronic claims through DHCS' fiscal intermediary, Affiliated Computer Services, Inc. (ACS), as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
  - 1. Contractor shall submit claims to ACS based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code.
  - 2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices.

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

D. Advance Payments

CDA, having found that an advance payment to the Contractor is essential for the effective implementation of this Contract, may authorize an advance payment during the term of the Agreement, pursuant to the Welfare and Institutions Code Section 9566 and Section 11019 of the Government Code for private nonprofit entities, subject to the following conditions:

- 1. Upon approval of this one-year Agreement, the Contractor may request an advance payment not to exceed 25 percent of the total Contract amount. A request for an advance payment shall be on Contractor's letterhead and include an original signature of authorized designee, and this Agreement number. Requests for advances will not be accepted after the first day of that fiscal year, unless otherwise authorized by CDA.
- 2. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of Contractor's final claim, DHCS or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.

Budget Detail and Payment Provisions – Exhibit B  
Multipurpose Senior Service Program

ARTICLE II. FUNDS (Cont)

be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq.)

Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure, when DHCS or CDA determine that the costs are not in compliance with this Agreement, or unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to, or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.
5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract, and maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA, in writing, whenever publicizing the work under this Agreement in any media.

B. Accountability for Funds

The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures.

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Interest Earned

Legal Site Name	County of Riverside, Office on Aging		Site Number	24	Date Submitted to CDA-MSSP	15-Mar-10
<b>Fiscal Year 2010-2011</b>						
<b>Line #</b>	<b>A. Care Management</b>					
	<b>Position Title</b>	<b>Last Name</b>	<b>Base Salary</b>	<b>Salary Adjustment</b>	<b>FTE</b>	<b>Adjusted Salary</b>
1	SCM	Andre	\$71,488	0.000%	0.750	\$53,616
2	SWCM	Ruffner	\$62,950	0.000%	1.000	\$62,950
3	SWCM	Dawson	\$62,950	0.000%	1.000	\$62,950
4	SWCM	Mopera	\$62,950	0.000%	1.000	\$62,950
5	SWCM	Rodriguez	\$62,950	0.000%	1.000	\$62,950
6	SWCM	Ortiz	\$62,950	0.000%	1.000	\$62,950
7	NCM	Alegado-Payne	\$65,088	0.000%	1.000	\$65,088
8	NCM	Gomez	\$71,191	0.000%	1.000	\$71,191
9			\$0	0.000%	1.000	\$0
10			\$0	0.000%	1.000	\$0
11			\$0	0.000%	1.000	\$0
12			\$0	0.000%	1.000	\$0
13			\$0	0.000%	1.000	\$0
14			\$0	0.000%	1.000	\$0
15			\$0	0.000%	1.000	\$0
16			\$0	0.000%	1.000	\$0
17			\$0	0.000%	1.000	\$0
18			\$0	0.000%	1.000	\$0
19			\$0	0.000%	1.000	\$0
20			\$0	0.000%	1.000	\$0
21			\$0	0.000%	1.000	\$0
22			\$0	0.000%	1.000	\$0
23			\$0	0.000%	1.000	\$0
24			\$0	0.000%	1.000	\$0
25			\$0	0.000%	1.000	\$0
26						<b>Subtotal Care Management Salaries</b>
27						\$504,645
28						<b>Care Management Benefits</b>
29						\$229,100
29						<b>Care Management Salary Savings</b>
29						\$46,576
29						<b>Total Care Management</b>
29						\$687,169
29						<b>% Budget</b>
29						58%
<b>Line #</b>	<b>B. Care Management Support/Administration</b>					
	<b>Salaries</b>					
	<b>Position Title</b>	<b>Last Name</b>	<b>Base Salary</b>	<b>Salary Adjustment</b>	<b>FTE</b>	<b>Adjusted Salary</b>
30	Site Director	Neugebauer	\$77,747	0.000%	0.050	\$3,887
31	Admin Services Analyst	Perry	\$54,227	0.000%	0.100	\$5,423
32	Office Assistant	Ferguson	\$34,915	0.000%	0.500	\$17,458
33	Accounting Technician	Brooks	\$48,662	0.000%	0.800	\$38,930
34	Services Assistant	Suiter	\$36,819	0.000%	0.500	\$18,410
35			\$0	0.000%	1.000	\$0
36			\$0	0.000%	1.000	\$0
37			\$0	0.000%	1.000	\$0
38			\$0	0.000%	1.000	\$0
39			\$0	0.000%	1.000	\$0
40			\$0	0.000%	1.000	\$0
41			\$0	0.000%	1.000	\$0
42						<b>Subtotal CMS/Administration Salaries</b>
43						\$84,107
44						<b>CMS/Administration Benefits</b>
45						\$44,398
45						<b>CMS/Administration Salary Savings</b>
45						\$0
45						<b>Total CMS/Administration Salaries</b>
45						\$128,505
	<b>Operating Costs</b>					
46	Communications, Postage, Reprographics					\$17,929
47	Consultation, Professional Services					\$0
48	Equipment Cost equal to or greater than \$300 per Unit					\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies					\$11,307
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities		\$105,919
51	Insurance	\$1.60	5327.80	\$3,625.00		\$1,682
52	Library Purchases, Membership Dues, Subscriptions					\$2,093
53	Recruitment Costs					\$0
54	Temporary Help					\$0
55	Training without Associated Travel Costs					\$0
56	Travel					\$20,072
57	Indirect Costs (Indirect Costs/Base) - 15% maximum				1.78%	\$14,489
58	Base = Salaries & Benefits ([29]+[45])					\$815,674
59						\$0
60						\$0
61						<b>Total CMS/Administration Operating Costs</b>
62						\$173,491
62						<b>Total CMS/Admin ([45]+[61])</b>
62						\$301,995
62						<b>% Budget</b>
62						25%
<b>Line #</b>	<b>C. Waived Services</b>					
63	<b>Total Waived Services</b>					\$202,066
63						<b>% Budget</b>
63						17%
<b>Line #</b>	<b>D. Total Budget Amounts</b>					
64	<b>Fiscal Year 2010 - 2011 ([29]+[62]+[63])</b>					\$1,191,230
For CDA Use Only.	Approved by:		Date			
	Analyst Signature		Date			

**EXHIBIT E  
CATCHMENT AREA  
ZIP CODES  
RIVERSIDE COUNTY OFFICE ON AGING**

<b>EAST COACHELLA VALLEY</b>		<b>MORENO VALLEY/PERRIS</b>	
92201	Indio/LaQuinta/Bermuda Dunes	92551-57	Moreno Valley
92202	Indio	92567	Nuevo
92203	Indio	92570	Perris/Mead Valley/Lake Elsinore
92236	Coachella	92571-72	Perris
92239	Desert Center	92599	Perris
92247-48	La Quinta	<b>RIVERSIDE</b>	
92253	La Quinta	92501	Riverside/Highgrove
92254	Messa	92502	Riverside
92274	Thermal/SaltonSea/Arabia	92503	Riverside/Home Gardens
<b>MID-COACHELLA VALLEY</b>		92504-06	Riverside
92210	Indian Wells	92507	Riverside/Highgrove
92211	Palm Desert	92508	Riverside/Orangecrest
92270	Rancho Mirage	92513-17	Riverside
92276	Thousand Palms	92518	March Airforce Base
<b>COLORADO RIVER VALLEY</b>		92519	Riverside
92225-26	Blythe	92521	Riverside
92280	Blythe	92522	Riverside
<b>PASS AREA</b>		<b>LAKE ELSINORE</b>	
92220	Banning	92530	Lake Elsinore/Wildomar
92223	Beaumont/Cherry Valley	92531-32	Lake Elsinore
92230	Cabazon	<b>WEST COACHELLA VALLEY</b>	
92282	Cabazon	92234-35	Cathedral City
92320	Calimesa	92240	Desert Hot Springs/Sky Valley
<b>MID &amp; SOUTHWEST RIVERSIDE COUNTY</b>		92241	Desert Hot Springs
92536	Aguanga	92258	North Palm Springs
92539	Anza	92255	Palm Desert
92543	Hemet	92260-61	Palm Desert
92544	Hemet	92262-64	Palm Springs
92545	Hemet/Green Acres	92292	Palm Springs
92546	Hemet	92282	San Gorgonio/Whitewater
92548	Homeland	<b>CORONA/NORCO</b>	
92549	Idyllwild/Pine Cove	92860	Norco
92561	Mountain Center	92877-83	Corona
92562-64	Murrieta	<b>WESTERN RIVERSIDE COUNTY</b>	
92581-83	San Jacinto	92509	Riverside
92584	Sun City/Meniffee		
92585	Sun City/Romoland		
92586	Sun City		
92587	Sun City/Canyon Lake/Quail Valley		
92589-93	Temecula		
92595	Wildomar		
92596	Winchester		

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

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**DEPARTMENT OF AGING**

1300 National Drive, Suite 200  
SACRAMENTO, CA 95834  
Internet Home Page: [www.aging.state.ca.us](http://www.aging.state.ca.us)  
TDD Only 1-800-735-2929  
FAX Only (916) 928-2500

**INSTRUCTIONS FOR PROCESSING THIS (MS) CONTRACT**

All documents must identify the Contractor's legal name ***exactly*** as shown on the Standard Agreement (STD. 213).

**DOCUMENTS REQUIRED TO EXECUTE CONTRACT**

- **Four Standard Agreements** ((Std. 213s) with one set of terms and conditions) signed with original signatures. SIGNATURE STAMPS WILL NOT BE ACCEPTED.
- **Resolution** - If your agency is a public entity, the Department requires a resolution from the Board of Supervisors or equivalent governing body authorizing the execution of this Contract. If your agency is private nonprofit, the Department requires an authorization via Resolution by the Board of Directors to execute this Contract. **These documents must reference the Contract Number and may reference more than one Contract Number.** If the resolution does not also authorize the signing of amendments, another resolution will have to be obtained upon the amending of this Agreement
- **Certificate of Insurance** referencing the Contract Number or Letter of Self-Insurance for General Liability. Certificates may reference more than one Contract Number. Certificates and/or Letters of Self-Insurance must meet the conditions specified in ARTICLE XI. of the Agreement. ***The additional insured statement must name the Department of Aging and/or the State of California as the additional insured.***
- **Certificate of Insurance** referencing the Contract Number or Letter of Self-Insurance for Professional Liability Auto Liability. ***The auto liability certificate must name the Department of Aging and/or the State of California as the additional insured.***
- **Contractor/Vendor Statement of Confidentiality (CDA 1024)** a signed copy must be returned with the Contract. A separate signed copy must be returned for each separate Contract number (not each copy of the same contract number).
- **Contractor Certification Clauses (CCC-307)** completed and signed must be returned with this Agreement. ***Only the front signed page needs to be returned.***

**NOTICE:**

The Department requires that all of the supporting documents be returned with the Contract as a complete package. An incomplete package will be returned to the Contractor.

Each Contract package must stand on its' own. Copies of supporting documents that do not need original signatures; (i.e., Insurance Certificates, or Resolutions) will be accepted. If you have more than one Contract with the Department; e.g. MSSP, Title V, AP Contracts, you may not send one Insurance Certificate to cover all three. The document itself may be a copy but there must be a copy in each program contract package.

**FAILURE** to complete each Contract Package or to return the required documents that meet the specifications of the Department will delay processing of the Contract and may affect the timely release of your request for funds.

If you have any questions regarding the terms and conditions/program exhibits of this Agreement, please contact your Team Analyst. If you have questions regarding these instructions, please contact Don Fingado, Contracts Coordinator at (916) 419-7157.



**2010-11 MS CONTRACT TRANSMITTAL LETTER**  
(This letter must be signed and returned with the Contract package)

Rachel de la Cruz  
Manager, Contracts and Business Services  
California Department of Aging  
1300 National Drive, Suite 200  
Sacramento, CA 95834

Enclosed please find all documents required for the execution of my contract with the California Department of Aging (CDA). All documents have been reviewed for completeness and all supporting documents identify the Contractor's name *exactly* as shown on the Standard Agreement (Std.213)

The following documents are enclosed. A check has been placed in each appropriate box.

- Four Standard Agreements** (Four Std.213s with one set of terms and conditions) signed with original signatures. SIGNATURE STAMPS WILL NOT BE ACCEPTED.
- RESOLUTION** of meeting authorizing execution of this Contract (no Minute Orders without contract number). **The Contract Number must be referenced in the Resolution.**
- CERTIFICATE OF INSURANCE** referencing the Contract number or Letter of Self-Insurance for General Liability.
- CERTIFICATE OF INSURANCE** referencing the Contract number or Letter of Self-Insurance for Automobile Liability.
- CERTIFICATE OF INSURANCE** referencing the Contract number or Letter of Self-Insurance for Professional Liability.
- CONTRACTOR/VENDOR STATEMENT OF CONFIDENTIALITY (CDA 1024)** referencing the Contract number must be signed and returned with this Agreement.
- CONTRACTOR CERTIFICATION CLAUSES (CCC-307)** referencing the Site Number must be signed and returned with this Agreement. (Only front signed page must be returned).

- Upon receipt of a complete and correct contract package, the contract will be promptly executed and a copy sent to me.
- Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds may be delayed.

\_\_\_\_\_  
SIGNATURE  
(Director or designee)

\_\_\_\_\_  
CONTRACT NUMBER

DATE \_\_\_\_\_

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

<b>CERTIFICATION</b>	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
<b>CONTRACTOR/VENDOR NAME:</b>	<b>CONTRACT NUMBER:</b>
<b>AUTHORIZED SIGNATURE:</b>	<b>PRINTED NAME AND TITLE OF PERSON SIGNING:</b>
<p><b>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</b></p> <ul style="list-style-type: none"><li>• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.</li><li>• all access codes which allow access to confidential information will be properly safeguarded.</li><li>• activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.</li><li>• any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.</li><li>• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.</li><li>• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.</li><li>• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at <a href="http://www.aging.ca.gov">www.aging.ca.gov</a>, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor.</li><li>• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.</li><li>• CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor.</li></ul>	

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
  - Social Security number
  - Medical information
  - Claimant and employer information
  - Driver License information
  - Information about individuals that relate to their personal life or identifies or describes an individual
  - Other agencies' confidential and proprietary information
  - Criteria used for initiating audit selection
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
  - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.
  
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
  - Securing confidential information in approved locations
  - Never removing confidential information from the work site without authorization.