

901



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

FROM: Department of Public Social Services

SUBMITTAL DATE:
June 14, 2011

SUBJECT: Approve the Single Source Agreement with Addus HealthCare, Inc. to Provide In-Home Supportive Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached single source Agreement #AS-02155 with Addus HealthCare, Inc. for the period of July 1, 2011 through June 30, 2012 for an amount not to exceed \$11,502,300 to provide In-Home Supportive Services with two additional option years;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the Agreement; and
3. 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.

Susan Loew

Susan Loew, Director

FINANCIAL DATA

Current F.Y. Total Cost: \$ 11,502,300
 Current F.Y. Net County Cost: \$ 2,232,596
 Annual Net County Cost: \$ 2,232,596

In Current Year Budget: Yes
 Budget Adjustment: No
 For Fiscal Year: 11-12

SOURCE OF FUNDS:

Federal Funding: 44.54%; State Funding: 36.05%;
 County Realignment Funding: 19.41%

Positions To Be Deleted Per A-30 ☐
 Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Ch. Han*
 Christopher M. Han

County Executive Office Signature

3.37

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Larisa R. McKenna
 County Counsel
 Departmental Concurrence
 County Purchasing Department

☒ Policy
☒ Policy
☐ Consent
☐ Consent

ep't Recomm.:
 er Exec. Ofc.:

TO: BOARD OF SUPERVISORS

DATE: June 14, 2011

SUBJECT: Approve the Agreement with Addus HealthCare, Inc.
to Provide In-Home Supportive Services

BACKGROUND:

DPSS Adult Services Division provides access to In-Home Supportive Services (IHSS) which assist over 17,000 consumers in Riverside County. Of the 17,000 IHSS consumers, an average of 1,200 consumers receives services monthly through a contract service delivery mode.

The goal of the IHSS Program is to enable elderly and/or disabled persons to remain safely in an independent living environment. IHSS services may include household and related chores (laundry, cooking, cleaning and shopping), paramedical services, protective supervision, personal care services (bathing, dressing, bowel and bladder care, and feeding) and transportation to medical appointments. This in-home assistance is designed to allow persons to remain in their home rather than be placed in an institutional setting.

Key outcomes addressed through the bid process included: a) client safety, b) timely and quality service delivery, c) quality assurance systems and measurements, and d) refined reporting and billing systems.

On November 30, 2010 (#3.48), the Board approved the release of a Request for Proposal (RFP) to seek proposals for these services.

- **The Proposal Evaluation Committee (PEC) consisted of the following members:**

These individuals were specifically selected because of their extensive knowledge and expertise working with the target population and the IHSS Program.

Debra Cournoyer: Principal Management Analyst, Riverside County Executive office, 23 years government experience of which two years directly at the Department of Public Social Services and five years as Executive Office analyst to the Department

G.G. Crawley: Deputy Director, San Bernardino Aging and Adult Services office, 33 years experience in Public Social Services

Jane Dong: Administrative Manager, Orange County Adult and Social Services, 11 years experience in Adult Services

Robert Jenkins: Executive Director, Ventura County IHSS Public Authority, 10 years experience in the Public Authority

Jewel Lee: Regional Manager, Riverside County DPSS - Adult Services, 16 years experience in Public Social Services

TO: BOARD OF SUPERVISORS

DATE: June 14, 2011

SUBJECT: Approve the Agreement with Addus HealthCare, Inc.
to Provide In-Home Supportive Services

BACKGROUND (Continued):

- The RFP Evaluation Criteria and Weighting factors which was part of the RFP and approved by the Board on November 30, 2010, Agenda #3.48

Item	Weight	Criteria
1	30%	Bidder's experience and ability.
2	5%	Credential/Resumes/Licenses/Certifications
3	5%	References with demonstrated success with similar work to the Scope of Service
4	Pass or Fail	Responds to all points in Scope of Services (Sections 3.0 through 3.11.3.B.1 as requested in Exhibit Q
5	Pass or Fail	Quantity and locations of offices
6	20%	Technical capability and project methodology
7	Pass or Fail	Submission of Exhibits required in this RFP
8	Pass or Fail	Clarification, Exceptions or Deviations
9	40%	Overall Cost to the County
10	Pass or Fail	Financial status
	100%	Total weighted criteria

- **Request for Proposal Release**

DPSS released RFP #DPARC-189 on December 9, 2010 through the County of Riverside Purchasing & Fleet Services Department web site, and mailed or emailed notification to over sixty (60) current and previous Contractors, bidders, and other IHSS contacts. Letters of Interest were accepted through December 21, 2010 and a Non-Mandatory Pre-Bid conference was held on January 4, 2011. There was a Question and Answer period which covered December 9, 2010 through January 5, 2011, and the questions received and their corresponding answers were released on the Purchasing web site on January 10, 2011 as Addendum #1 to the RFP. The RFP was open for over six weeks and closed January 24, 2011.

- **Request for Proposal Receipt and Evaluation**

The RFP closed on January 24, 2011 at 1:30 pm and one proposal was received by the Clerk of the Board. One bid was deemed non-responsive because it was delivered to County Purchasing and received late after 1:30 PM.

The responsive respondent was as follows:

Addus HealthCare, Inc.'s proposal was received via sealed submission on January 24, 2011 at 9:23 am.

TO: BOARD OF SUPERVISORS

DATE: June 14, 2011

SUBJECT: Approve the Agreement with Addus HealthCare, Inc.
to Provide In-Home Supportive Services

BACKGROUND (Continued):

As part of the effort to obtain the fairest technical evaluation, the associated cost proposals were submitted separately before the deadline and maintained by the Clerk of the Board in their safe until after the technical evaluation phase of the process.

The Evaluation period was set for 12:15 pm February 15, 2011 until March 1, 2011 10:00 am.

As standard procedure, written instructions from County Purchasing's RFP Evaluators Guide were provided to the evaluators and no historical perspective was provided. A Code of Conduct and Ethics forms was signed by all evaluators. The Clerk of the Board's retention of the sealed cost proposal until the technical evaluation was complete demonstrated there was absolutely no opportunity for the original cost information to be revealed or manipulated.

At the end of the technical evaluation, Best and Final cost and questions were compiled to direct to Addus. The Proposal Evaluation Committee (PEC) and Purchasing met the representative of the Clerk of the Board at DPSS on March 1, 2011 at 2:00 pm to review the sealed cost proposals. In attendance for the opening of the cost proposal were the following: Robert Jenkins, G.G. Crawley, Debbie Cournoyer, Jane Dong, Jewel Lee, Mark Whitesell (Purchasing) and Jane Jennings (Clerk of the Board).

The PEC determined that additional information would be beneficial and sent a request to Addus on March 16, 2011 for a Best and Final Offer (BAFO). The BAFO response was submitted to the Clerk of the Board by the deadline on March 23, 2011. The PEC reviewed and discussed the response to create any further questions.

An Interview meeting was held with Addus HealthCare, Inc. on April 7, 2011 with three of the five PEC members present along with Stakeholders from DPSS Adult Services Division, Fiscal budgeting and payables units. Addus HealthCare, Inc. submitted additional requested responses electronically to DPSS by close of business April 22, 2011 and a hard copy was delivered to the Clerk of the Board by April 25, 2011 at 1:30 PM. After the PEC and Stakeholder review, the PEC recommended Addus HealthCare, Inc. for award to DPSS Adult Services Division management and the Director.

The County was able to negotiate changes in business practices to lower cost and maintain a high level continuity of care for the Clients under County Care.

Total Group Score: 90.50

TO: BOARD OF SUPERVISORS

DATE: June 14, 2011

SUBJECT: Approve the Agreement with Addus HealthCare, Inc.
to Provide In-Home Supportive Services

BACKGROUND (Continued):

PRICE REASONABLENESS: Evaluation of the proposal and the resulting recommendation was based on evaluators' scores and the Proposer's price. The price is within the State-imposed capped reimbursement rate of \$16.88 an hour for the County IHSS program. Through diligent negotiation on the part of Riverside County Purchasing and the Department of Public Social Services, the hourly rate was reduced by \$0.21 from \$16.88 to \$16.67 also the dollar rate was put on a sliding scale so if the contract increases in hours, the hourly rate goes down as follows:

Current Hourly Rate	Reduced Hourly Rate	Total Reduction	Hours	Reduction %
\$16.88	\$16.67	\$0.21	690,000	1.2
\$16.88	\$16.56	\$0.32	825,000	1.9
\$16.88	\$16.44	\$0.44	975,000	2.6
\$16.88	\$16.29	\$0.59	1,150,000	3.5

The overall reduction of the hourly rate and estimated decrease in hours of contract services reflects an estimated annual savings of \$7,395,889.

FINANCIAL: The funds for this Agreement were budgeted through the normal County budgeting process.

ATTACHMENT(S): Agreement #AS-02155

CONCUR/EXECUTE: County Purchasing & 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

PROFESSIONAL SERVICES AGREEMENT: #AS-02155

CONTRACTOR: Addus HealthCare, Inc.

AGREEMENT TERM: July 1, 2011 through June 30, 2012

MAXIMUM REIMBURSABLE AMOUNT: \$11,502,300

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide In-Home Supportive Services, which is an alternative to out-of-home care designed pursuant to the Welfare & Institutions Code (WIC), Section 12300 et seq. and WIC 14132.95 through 14132.98 and the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) 30-700;

WHEREAS, Addus HealthCare, Inc. is qualified to provide In-Home Supportive Services (IHSS) as an alternative to out-of-home care;

WHEREAS, DPSS desires Addus HealthCare, Inc., hereinafter referred to as 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 DPSS and the Contractor;

NOW THEREFORE, DPSS 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 County:	Authorized Signature for Contractor:
Printed Name of Person Signing: Bob Buster	<i>Mark Heaney</i> Printed Name of Person Signing: Mark Heaney
Title: Chairman	<i>M. J. Heaney</i> Title: Chief Executive Officer
Address: 4080 Lemon Street, 4 th Floor Riverside, CA 92501-3679	Address: 2401 S. Plum Grove Palatine, IL 60067
Date Signed:	<i>5/24/11</i> Date Signed:

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EXHIBITS

- Exhibit A – Interim Authorization for Contract IHSS Services (DPSS 3793)
- Exhibit B – Personal Care Program Contract Agency Enrollment form (SOC 431)
- Exhibit C – All County Letter (ACL) 00-44 (Suspected Elder and Dependent Abuse)
- Exhibit D – All County Letter (ACL) 06-59 (Elder and Dependent Abuse)
- Exhibit E – IHSS Consumer Change Notice (CCN) (DPSS 3865)
- Exhibit F – CMIPS II – Interface Partner Specifications – County Contractors (CC)
- Exhibit G – All County Letter (ACL) 10-33 (Provider Enrollment Requirements for Specialized Providers)
- Exhibit H – All County Letter (ACL) 11-12
- Exhibit I – Provider/Enrollment Agreement (SOC 426)
- Exhibit J – In-Home Supportive Services (IHSS) Provider Enrollment Agreement (SOC 846)
- Exhibit K – All County Letter (ACL) 09-54 (Provider Orientation)
- Exhibit L – CDSS Manual Letter #SS-06-01 (MPP30-757 through 30-761) (Assessment of Client continuing needs for services)
- Exhibit M – Request for Order and Consent – Paramedical Services (SOC 321)
- Exhibit N – Reconciliation Report
- Exhibit O – Acknowledgement of Services
- Exhibit P – HIPAA Business Associate Agreement

ATTACHMENT

- Attachment A – Geographic Service Area Chart

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "ASD" refers to the Adult Services Division of the Department of Public Social Services.
- B. "Client" refers to the IHSS-authorized person referred by DPSS for in-home supportive services.
- C. "CMIPS II" refers to Case Management, Information, and Payroll System. CMIPS II will be used statewide to authorize and track benefits to In-Home Supportive Services Clients and providers.
- D. "Consumer Change Notice (CCN)" refers to the form which the Contractor uses to communicate with DPSS.
- E. "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the Agreement.
- F. "County" refers to the County of Riverside and its Department of Public Social Services. For purposes of this Agreement, County and DPSS are used interchangeably.
- G. "County Fiscal Year" shall be defined as July 1 through June 30.
- H. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- I. "Exception population" refers to, but is not limited to, the following:
 - 1. A Client in a hospital, Skilled nursing Facility (SNF) or other out of home residence, and requires IHSS services in order to return home;
 - 2. A Client who has lost eligibility to the program, but is being erroneously restored;
 - 3. A Client making a change in their service mode [i.e. Individual Provider (IP) to Contract Care] during the transition period;
 - 4. An inter-county transfer (ICT) Client; and/or
 - 5. A Client whose Share of Cost (SOC) has been collected and the transition period effects them mid-month.
- J. "HCW" refers to a contracted In-Home Supportive Services Home Care Worker.
- K. "Human Resource Coordinator" refers to the centralized, contracted employee who coordinates the employee recruitment, orientation, training, and other duties as outlined in the state regulations
- L. "IHSS" refers to In-Home Supportive Services, pursuant to the Welfare & institutions Code (WIC), Section 12300 et seq. and WIC 14132.95 through 14132.98 and the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) 30-700. IHSS is an alternative to out-of-home care to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance. IHSS includes, but is not limited to the following services:
 - Domestic services;
 - Heavy cleaning;
 - Preparation of meals;
 - Meal clean-up;
 - Laundry services;
 - Reasonable food shopping and other shopping errands;
 - Bowel and bladder care;
 - Respiration limited to non-medical services;
 - Feeding;

- Routine bed baths;
- Bathing;
- Oral hygiene;
- Grooming;
- Dressing;
- Repositioning and rubbing skin;
- Skin care;
- Range of motion exercises;
- Assurance of adequate fluid intake;
- Transfer;
- Care of and assistance with prosthetic devices and assistance with self-administration of medications;
- Routine menstrual care;
- Assistance with ambulation;
- Transportation when the recipient's presence is required at the destination and such assistance is necessary to accomplish the travel;
- Yard hazard abatement (light work in the yard);
- Removal of ice, snow or other hazardous substances;
- Protective supervision;
- Teaching and demonstration; and
- Paramedical services.

- M. "IHSS Supervisor" refers to a contracted employee who fulfills the Staffing Coordinator function.
- N. "Independent Provider" (IP) refers to providers which provide IHSS services through channels other than this contract.
- O. "MEDS" refers to Medi-Cal Eligibility Data System (a statewide system which determines Medi-Cal eligibility and Supplemental Security Income/Supplemental Security Payment eligibility).
- P. "POS" refers to Point of Sale (the process by which a provider obligates a Client's Share of Cost). Obligation can occur via a POS terminal or via access to the POS system by telephone.
- Q. "Quality Assurance Plan Coordinator" refers to the centralized, contracted employee who is responsible for the quality of service deliver.
- R. "Quality Assurance Supervisor (QAS)" refers to a contracted employee who will interface with the Client and Home Care Workers to address issues.
- S. "Service Hour" refers to the basic unit of time to which the contractual hourly rate will apply and for which DPSS will be billed and the Contractor will be paid in each billing cycle. A service hour is the actual time spent providing the service to Clients.
- T. "Special Services" refers to, but is not limited to, Clients who:
1. Have a durable medical equipment/assistive device;
 2. Have a conservator/representative payee;
 3. Are severely impaired due to disability;
 4. Don't have the awareness of time, place, self and other individuals in one's environment (orientation);
 5. Are authorized paramedical services necessary to maintain the Client's health. This usually involves activities invasive to the body and/or requiring special training from a health care provider;
 6. Are authorized protective supervision services for observation of and intervention with their active behavior for the purpose of safeguarding the client from injury, hazard or accident; and/or
 7. May require Teaching and Demonstration training when they are capable of learning to perform a task independently with minimal instruction.

- U. "SOC" refers to Share of Cost. Share of Cost is the portion of the cost of IHSS/Medi-Cal that the client is responsible to pay. The SOC is determined by DPSS.
- V. "Staffing Coordinator" refers to contracted employees who are trained to operate scheduling software and the telephony Visit Verification Console. Staffing Coordinators functions are filled by the IHSS Supervisor staff.
- W. "Teaching & Demonstration" refers to highly-specialized training for home care workers who have been assigned Clients requiring paramedical services/care. Trainings are conducted by a licensed health-care professional and are conducted in the Client's home, or DPSS-approved alternative location. HCWs must be trained in each new paramedical service/care for which a Client is authorized prior to serving that Client. If a Client is assigned a new HCW, that HCW must be trained that service/care for that Client, whether or not they have been trained for that service/care on another Client.
- X. "Unit of Service" is equal to one hour of face to face direct service by a HCW with a Client and refers to the all inclusive, aggregate cost necessary to complete the work specified in this proposal. The aggregate cost may include, but is not limited to, all expenses (salary and benefits) for service hours provided by the home care worker directly to the Client, service coordinators, training, travel, overhead and all other support costs directly or indirectly provided to Clients.
- Y. "Quarterly Service Monitoring Visits" refers to required Service Coordinator visits conducted within 90 calendar days from the 30-day visit or last Quarterly Service Monitoring Visit.

II. OBJECTIVES

The Contractor shall achieve the following objectives:

- A. 90% of **Emergency** referrals for Contract Services are responded to within 24 hours.
- B. 90% of regular referrals for Contract Services are responded to within 24 hours.
- C. 100% of all required Acuity Based Supervisory Vists are performed based on the Client's Functional Index score as described in Section IV.45 and are completed timely,
- D. 90% of authorized IHSS service hours are delivered according to Client-specified schedule/plan, with a goal of achieving 92% or higher of authorized hours delivered.
- E. 100% of forms and acknowledgments are provided in Client's primary language.
- F. 90% of general Client satisfaction is rated as good (or better, based on the selected survey scale), with at least an unduplicated 20% of total Client population being surveyed every 6 months.
- G. 90% of Client satisfaction is rated as good (or better, based on the selected survey scale) with at least an unduplicated 20% of the Client population receiving special services being surveyed every 6 months. For the purpose of surveys, special services are described as utilizing back-up or substitute provider pools, transportation, and paramedical services.
- H. 90% of complaints are resolved and Clients are notified of status within appropriate time frames as stated in Contractor's policy.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. Determine Client eligibility and termination of services.

- C. Determine the Clients' Share of Cost (SOC).
- D. Refer Clients to the Contractor for IHSS in the following manner:
 - 1. **Emergency referrals** via a FAX'd Interim Authorization for Contract IHSS Services, **Exhibit A**, attached hereto and incorporated herein by this reference or
 - 2. Non-emergency referrals via the printed Interim Authorization for Contract IHSS Services, which the Contractor will pick up Monday through Thursday from the DPSS offices, as specified in Section IV.A.11.
- E. Secure a signed Personal Care Program Contract Agency Enrollment form (SOC 431), attached hereto as **Exhibit B** and incorporated herein by this reference, that includes required certifications from the Contractor in order for the Contractor to become the enrolled provider in the contract mode for the Personal Care Service Program.
- F. Compensate the Contractor for services provided in accordance with the terms and conditions contained herein, in this Agreement.
- G. Pay the Contractor, on or before the twenty-fifth (25th) calendar day of each month, the sum of money claimed by the approved billings, less the SOC liability and any credit due by DPSS for adjustment of prior billings. If the conditions in Section IV.A.56 through IV.A.62 are not met in a timely manner, DPSS shall pay when the necessary conditions are completed. The Contractor shall supply any missing data and/or documentation, and/or make adjustments necessary to allow for processing as requested by DPSS.
- H. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, 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.

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

TARGET POPULATION

- 1. The In-Home Supportive Services (IHSS) Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without assistance.
- 2. Clients referred for services may have a chronic, disabling condition that causes functional impairment that is expected to last at least twelve (12) consecutive months or that is expected to result in death within twelve (12) months and who is unable to remain safely at home without the In-Home Supportive Services, per the California Welfare & Institutions Code 14132.95 (a) (4).
- 3. Special Services Clients:
 - a. For the purposes of this Agreement, Special Services Clients includes persons who have needs or receive services including, but not limited to, the following:
 - i. Have a durable medical equipment/assistive device;
 - ii. Have a conservator/representative payee;
 - iii. Are severely impaired due to disability;
 - iv. Don't have the awareness of time, place, self and other individuals in one's environment (orientation);

- v. Are authorized paramedical services necessary to maintain the Client's health. This usually involves activities invasive to the body and/or requiring special training from a health care provider;
 - vi. Are authorized protective supervision services for observation of and intervention with their active behavior for the purpose of safeguarding the client from injury, hazard or accident; and/or
 - vii. May require Teaching and Demonstration training when they are capable of learning to perform a task independently with minimal instruction.
 - b. Blind and/or Disabled Clients will:
 - i. Be identified by DPSS.
 - ii. Include notification of specific Client needs through the referral process.
4. Exception Population:
- a. For the purposes of this Agreement, Exception Population includes persons who have needs or receive services including, but not limited to, the following:
 - i. A Client in a hospital, Skilled Nursing Facility (SNF) or other out of home residence, and requires IHSS services in order to return home;
 - ii. A Client who has lost eligibility to the program, but is being erroneously restored;
 - iii. A Client making a change in their service mode [i.e.: Individual Provider (IP) to Contract Care] during the transition period;
 - iv. An inter-county transfer (ICT) Client; and/or
 - v. A Client whose Share of Cost (SOC) has been collected and the transition period effects them mid-month.
 - b. The Exception Population is not authorized to receive services by DPSS until eligibility has been established or re-established.

GEOGRAPHIC SERVICE AREAS

The Contractor shall:

- 5. Provide IHSS services in all geographic areas within Riverside County that are served by the DPSS Adult Services District Offices, including the City of Blythe, twenty-four (24) hours per day, seven (7) days per week including holidays, without interruptions to eligible Clients.
- 6. Provide a minimum of three (3) office locations, one (1) office in each Geographic Service Area, to serve the determined population in the East, North and South County areas, as outlined in the Geographic Service Area Chart, **Attachment A**, attached hereto and incorporated herein by this reference. DPSS reserves the right to modify boundaries if client distribution shifts substantially.
- 7. Notify DPSS in writing sixty (60) days in advance of any changes or relocations of offices.

SERVICE ADMINISTRATION

The Contractor shall:

- 8. Assign staff to be liaison between the Contractor and DPSS.
- 9. Coordinate with DPSS during district office hours (Monday through Thursday, 7:00 AM to 5:30 PM, excluding County holidays).
- 10. Provide a "no charge" telephone service (such as an 800 number) to Clients for each office, which is staffed by a live person twenty-four (24) hours per day, seven (7) days per week. The Phone numbers shall be: 1) Cathedral City (866)601-0163; 2) Hemet (800)966-9667; and 3) Riverside (800)966-5222. DPSS and Clients must be notified 120 days prior to a change in "no charge" telephone service.

11. Pick up non-emergency referral forms, "Interim Authorization for Contract IHSS Services," **Exhibit A**, Monday through Thursday from the DPSS offices. Currently, there are four printing offices located in Riverside, Moreno Valley, Hemet, and Cathedral City. DPSS reserves the right to change or add locations in the future. Non-emergency forms shall be picked up at:
 - a. Fiscal
10281 Kidd St.
Riverside, CA 92503
951-358-3034
 - b. Moreno Valley
23119 Cottonwood Ave., Building A, Suite 100
Moreno Valley, CA 92553
951-413-5050
 - c. Hemet
541 N. San Jacinto St
Hemet, CA 92543
951-791-3250
 - d. Cathedral City
68625 Perez Rd., Ste 2
Cathedral City, CA 92234
760-770-2450
12. Provide all Client services and documents in English and Spanish. In the event a Client's primary language is other than English or Spanish, the Contractor must make available a translator to assist the Client.
13. Comply with all applicable State licensing standards, all applicable accrediting standards or criteria established by the State to assure quality of service as they may now exist, or may be modified or adopted in the future.
14. Maintain and utilize written policies and procedures for reporting suspected incidents of Elder and Dependent Abuse and Neglect, Client grievance, and Client confidentiality; and ensure that staff members who provide services know how to recognize and report such incidents by having staff attend a training session and sign a training acknowledgement form.
15. Report actual and suspected Elder and Dependent Abuse and/or neglect to Adult Services Division at 1-800-491-7123 within 24 hours of the incident of, or knowledge of, abuse/neglect and follow up with an incident report, utilizing form SOC 341, as outlined in All-County Letter (ACL) 00-44, **Exhibit C**, and ACL 06-59, **Exhibit D**. **Exhibits C and D** are attached hereto and incorporated herein by this reference.
16. Safeguard Medi-Cal data privacy and security in accordance with California Welfare and Institutions Code Section 14100.2 and 42 Code of Federal Regulations Section 431.300., or as required by law. Follow HIPAA guidelines as outlined in Section V.R and **Exhibit P**, HIPAA Business Associate Agreement, attached hereto and incorporated herein by this reference. Sign and return **Exhibit P** with this Agreement.
17. Verify that all HCWs report to IHSS Clients' homes based on authorized Client schedules by tracking their attendance on a daily basis.
18. Maintain the following records for staff providing transportation to Clients:
 - a. Proof of valid and current driver's license, and
 - b. Proof of valid and current automobile insurance, and
 - c. Proof of passing a vehicle inspection conducted quarterly by Contractor.

19. Respond to all DPSS Contract Monitoring Reviews which require a 30-day response or corrective action, as prescribed in the DPSS Contract Monitoring Review to improve the quality of service delivery.
20. Communicate as needed (daily, weekly, and/or monthly) with the DPSS District Offices regarding the Client's status by utilizing the Consumer Change Notice Form (CCN), as it now exists or may be modified in the future, **Exhibit E**, attached hereto and incorporated herein by this reference.
21. Maintain an appropriate and necessary ratio of Full Time/Part Time employees in order to provide consistent Client service, based on the volume of Clients and hours referred. Take Corrective Action, as appropriate to provide this service. The prevailing goal is to maintain quality and continuity of service for the Client, which is defined as having the same HCW each visit, subject to occasional substitutions or changes. **If the quality or continuity of service suffers as a result of the full-time/part-time staffing ratio and/or staffing structure, corrective action may be taken.** If service hours are not completed (whether it is within or not within vendor control) then DPSS will review the service delivery hours completed to determine if corrective action should be taken.
22. Notify DPSS immediately if Client services are at risk or disrupted, in writing or email. Failure to adhere to contract requirements may result in corrective action.
23. Obtain customer satisfaction feedback for continued quality improvement, as outlined in Section II.F and II.G.
24. Collaborate with the State to test the new, and any future, Case Management Information Payroll System II (CMIPS II) and migrate to that system. CMIPS II specifications are outlined in the Interface Partner Specifications – County Contractors (CC), **Exhibit F**, attached hereto and incorporated herein by this reference.

HUMAN RESOURCES

The Contractor shall:

25. Document and maintain current job descriptions and performance standards based on job competencies specific to each job classification for all Contractor employees including HCWs. Documents must be complete, signed by both the employee and their immediate Supervisor, and filed in each personnel file folder.
26. Utilize Quality Assurance Supervisors (QAS) to interface with the Clients and Home Care Workers to enhance customer service representation:
 - a. Address issues identified by the Staffing Coordinators, the telephony reports and by the DPSS IHSS staff, which require face to face intervention or more thorough investigation.
 - b. Provide more frequent field visits than referenced in Section IV.A.45, in order to resolve Client issues, complaints and improve quality of service.
 - c. Enhance the HCWs' competency in their specific job through evaluation and training, providing support for Clients who require additional supervision.
27. Maintain one Full Time Equivalent (FTE) Quality Assurance Specialist and one FTE Human Resource Specialist directly responsible to ensure contract compliance. These positions will be supported by Staffing Coordinators, Quality Assurance Supervisors, the telephony system and the McKesson Horizon Homecare system's administrative functions. These positions will be responsible for:
 - a. On-going evaluation of service delivery;
 - b. Consistent compliance with authorized services and contract standards.; and
 - c. On-the-job training and education to service delivery staff at the Client level.
28. Fulfill IHSS Provider Enrollment requirements as outlined in All County Letter (ACL) 10-33, **Exhibit G**, attached hereto and incorporated herein by this reference.
29. Remain registered with the Department of Justice (DOJ) to receive background check clearance and subsequent arrest notifications.

- a. Conduct DOJ background checks on all staff and address all subsequent arrest notifications. The Contractor is responsible to provide the DOJ results at no cost to DPSS. Criminal records clearance must be from the State of California Department of Justice (DOJ).
 - b. Adhere to All County Letter (ACL) 11-12, CRIMINAL BACKGROUND CHECKS FOR IN-HOME SUPPORTIVE SERVICES PROGRAM PROVIDERS; EXPANSION OF EXCLUSIONARY CRIMES; INDIVIDUAL WAIVERS AND GENERAL EXCEPTIONS OF EXCLUSIONS, **Exhibit H**, attached hereto and incorporated herein by this reference. No employee shall work under the agreement that does not conform to this regulation.
30. Adhere to State guidelines, in addition to DOJ clearance, utilizing Part I "Service Provider" section of Form SOC 426 Provider/Enrollment Agreement (**Exhibit I**) and Form SOC 846 In-Home Supportive Services (IHSS) Provider Enrollment Agreement (**Exhibit J**). **Exhibits I and J** are attached hereto and incorporated herein by this reference.
 31. Conduct tuberculosis (TB) screenings on all staff. No staff shall have client contact unless they have a current clear test on file.
 32. Administer a literacy test for both English and Spanish to all employees at the time of hire. Applicants must receive a score of 75% or higher to be considered functionally literate and listed as a language resource.
 33. Maintain individual personnel files for each position funded under this program. HCW files and all Administrative personnel files will contain, but are not limited to, the following:
 - a. Hire Date and Termination Date;
 - b. Employment Application;
 - c. Three (3) reference checks;
 - d. Background checks on all employees [criminal records clearance must be from the State of California Department of Justice (DOJ)];
 - e. Copies of the literacy test;
 - f. State Form SOC 426 and Form DFA 842;
 - g. Proof of valid and current automobile insurance;
 - h. Quarterly vehicle inspection for HCW and annual vehicle inspection for Service Coordinators;
 - i. Copy of Employee ID badge;
 - j. Documentation of eligibility to work (I-9);
 - k. Tuberculosis testing clearance with dates;
 - l. Employee training (i.e., Orientation, Mandated Reporter, Paramedical, On-the-Job, Bi-annual In-Service, etc.);
 - m. Records of benefits, wages and wage increases;
 - n. Signed statement acknowledging employee read and understood Contractor's policies and procedures; and
 - o. Documentation of Mandated Reporter training upon hire and at a minimum interval of every three years.
 34. Maintain a substitute pool of employees at each branch office to provide back-up coverage when the regularly scheduled HCW is unavailable, in order to eliminate interruption of services. When substitutes are utilized, the IHSS Supervisor shall call the client ahead of time to inform the Client and log this notification in the Case Narrative.

The staff to be assigned as part of the "substitute pool" must meet the following minimum requirements:

- a. Completion of DOJ clearance; and
- b. Completion of ten (10) hours of training required for all staff performing in-home care services, for example:
 - i. Completion of required employee agency orientation; and
 - ii. Completion of State Mandated Orientation Requirements; and
 - iii. Completion of Adult Services Division (ASD) Mandated Reporter Training; and;

- c. Completion of a minimum of one (1) year of relevant work experience in the home health care profession (with the Contractor or other service organization); and
 - d. Completion of specialized training prior to providing any specialized care such as, but not limited to, Paramedical and Teaching & Demonstration, if appropriate.
35. Comply with all applicable State hiring and employee management standards, as well as all applicable union standards, as they may now exist, or may be modified or adopted in the future.

EMPLOYEE TRAINING

36. Develop a written training curriculum in advance of the training and notify employees and DPSS.

State-mandated training includes:

- a. Orientation as outlined in ACL 09-54, **Exhibit K**, attached hereto and incorporated herein by this reference; and
 - i. HCWs and all mandated staff must attend and successfully complete mandatory Orientation training prior to their first assignment of Client contact. Orientation training shall include at a minimum, safety and preventing the transmission of Blood-Borne pathogens, and meet State requirements contained in ACL 10-33, **Exhibit G**.
 - b. Mandated Elder and Dependent Abuse Reporter as outlined in ACL 00-44 and ACL 06-59, **Exhibits C and D**; and
 - i. Provide training in Elder and Dependent Abuse reporting to each HCW and have them sign an acknowledgment that they are aware of their responsibility to report actual and suspected abuse of elders.
 - c. Paramedical Training, if appropriate, as outlined in CDSS (California Department of Social Services) Manual Letter #SS-06-01, which contains MPP (Manual of Policies and Procedures) 30-757 through 30-761, **Exhibit L**, attached hereto and incorporated herein by this reference, using form SOC 321 Request for Order and Consent – Paramedical Services, **Exhibit M**, attached hereto and incorporated herein by this reference.
 - i. Provide Paramedical and Teaching & Demonstration training to HCWs delivering these specific services, prior to the delivery of services to Clients. The training instructor must be a licensed health-care professional, per page 72 of **Exhibit L**, and must submit proof of the training professional's current credentials/license on the annual renewal date to DPSS Contract Administration Unit (DPSS CAU) at the following email address: contractreporting@riversidedpss.org.
37. Provide a training schedule and binder of training materials, listing State-mandated training, to DPSS for initial approval. After initial approval, Contractor shall submit modifications prior to implementation. Contractor staff will maintain this information at each office location.
38. State-Mandated IHSS Training Requirements shall be organized into and maintained in a binder in the following hierarchy:
- a. Main Category, for example, "Orientation-New Hires"
 - b. Curriculum behind appropriate category
 - c. Materials supporting the curriculum (Handouts, etc.)
39. All training sign-in sheets shall contain the Subject of the Instruction, Office Identification ("East County," "North County," and/or "South County"), Instructor's first and last name, Instructor's signature, and the date, start and stop times of the training.
40. Maintain and document attendance of all staff trainings by filing the sign-in sheets for possible review by DPSS.
41. Document and maintain staff training feedback. All feedback information must be filed and made available to DPSS for review when requested, in detail or summary format.

SERVICE DELIVERY

The Contractor shall:

42. Provide services to all IHSS eligible Clients referred by DPSS for all categories of services, as outlined in Section I.L DEFINITIONS.
 - a. The Contractor is required to serve all IHSS referred Clients.
 - i. Termination of Service requests must exhibit extreme circumstances to be considered and/or approved. DPSS will review any rare requests by the Contractor to terminate services. DPSS must approve all Termination of Service requests in writing.
 - ii. Overall service to Clients
 - a) If the Contractor feels that circumstances exist which constitute grounds to terminate services to the Client, a written request must be made to the SSW for review. If necessary, a combined Contractor and DPSS visit to the home will be made to assess the circumstances
 - b) If it is mutually determined after the visit that the Contractor may terminate services to the Client, a written notice of intent must be sent by the Contractor to DPSS giving two weeks notice. DPSS will respond in writing either by U.S. Mail or email within two working days.
 - c) If DPSS determines that the Contractor should continue service, but the Contractor intends to terminate, the Contractor must give thirty days written notice prior to terminating services.
43. Coordinate referrals from DPSS. Only Clients referred by DPSS on the Interim Authorization for Contract IHSS Services, **Exhibit A**, will be authorized Clients. DPSS will refer Clients through the following referral methods:
 - a) **Emergency** referral forms will be sent via facsimile by DPSS to the Contractor; and
 - b) Non-emergency referral forms will be picked up Monday through Thursday from DPSS offices by the Contractor.
44. Establish or confirm appointments with the Client as per the Client's preferred communication mode (telephone, email, mail, etc.), prior to arriving at the Client's home. No surprise visits shall be made to any Client home. The date and time the phone call was made to the client and the date and time of the scheduled appointment should be documented in the notes section on the In-Home Visit form.
45. Focus service resources on those Clients with the most health and social needs. Client supervisory visits shall be commensurate with the Client acuity. Higher risk, lower functioning Clients shall be seen on a more frequent basis. The frequency of supervisory visits will be based on Functional Index scores. Supervisory visits will be supplemented with routine "Wellness" telephone contacts. Issues identified in these calls will be directed to Staffing Coordinators and QAS's for appropriate and timely follow-up. The Acuity Based Supervisory Visits shall be, at minimum, as follows:

Acuity Based Supervisory Visits

FUNCTIONAL INDEX	INITIAL VISIT	30-DAY VISIT	VISITATION FREQUENCY
2.0 or less	YES	YES	At least every 120 days, thereafter
>2 to <4	YES	YES	At least every 90 days, thereafter
4.0 to 5	YES	YES	At least every 90 days, thereafter, or more frequently as needed

46. Monitor the condition of the Client by utilizing the automated change in condition reports scripted through the telephony system.

47. Conduct **Initial In-Home Visit intake tasks** by IHSS Supervisors for clients authorized by DPSS to receive services.
- a. Conduct an **Initial In-Home Visit** according to the following start-up times prior to the 1st day of service for Clients referred by DPSS:
 - i. For **Emergency Services**:
 - a) **Within 24 hours** from the FAX'd date and time of the Interim Authorization for Contract IHSS Services, **Exhibit A**.
 - ii. For Non-Emergency Services:
 - a) Within 5 calendar days from the date on the Interim Authorization for Contract IHSS Services, **Exhibit A**; or
 - b) No later than the Beginning Date of Service on the Interim Authorization for Contract IHSS Services, **Exhibit A**.
 - b. Conduct **key intake** tasks:
 - i. **Home safety assessments** must include, but are not limited to:
 - a) Safety issues
 - b) Steps leading to resolution
 - c) How safety issues are resolved in a timely manner, while provider services are continued, unless provider safety would be a concern
 - d) Document final resolution
 - ii. Present and explain **key contact information** to each Client. Collect each Client's signature verifying that all items have been received and reviewed.
 - a) **Key Contact Information** that must be given for reference to each Client, at a minimum, must contain the following:
 01. Contractor's general phone number
 02. Contractor's specific provider's supervisor name and phone number
 03. Contractor's administration phone number
 04. DPSS Social Worker's phone number
 05. PSS Social Worker's supervisor phone number
 - b) **Bill of Rights** – Handout to describe Client's rights, as published by the Contractor
 - c) **Grievance Procedures**
 01. Discuss with the Client the process whereby the Client may express dissatisfaction with service delivery.
 02. Implement corrective action, as appropriate.
 - d) **"What to Expect"** (Explain to Client how services will be provided.)
 - e) **Employee code of ethics** information.
 - f) **Service delivery restrictions** (Limits of what the HCWs are allowed to do)
 - g) **Publication 13**, "Your Rights Under California Welfare Programs" brochure at:
<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>
 - iii. Complete a **Client information form** for the Client file, to include information needed to contact Client emergency contacts, including doctor, family, friends, special needs, and any other pertinent information for the Client.
 - iv. File a **Client weekly service plan** which should correspond to the DPSS-authorized hours. The weekly service plan shall include, but is not limited to, the following:
 - a) Date the plan was developed;
 - b) Identifying number corresponding to the DPSS referral;
 - c) Client's Name;
 - d) HCW's Name; and
 - e) Substitute HCW's Name (if applicable).
48. Provide **Initial Services**, which is the first day of services by the HCW, to Clients referred by DPSS to receive services.
- a. Provide **Initial Services** to the Client according to the start-up times after the Initial Home visit:
 - i. For **Emergency Services**:
 - a) **Within 24 hours** from the FAX'd date and time of the Interim Authorization for Contract IHSS Services, **Exhibit A**.

- ii. For Non-Emergency Services:
 - a) Within 5 calendar days from the date on the Interim Authorization for Contract IHSS Services, **Exhibit A**; or
 - b) No later than the Beginning Date of Service on the Interim Authorization for Contract IHSS Services, **Exhibit A**.
 - b. Document the **HCW Initial service date** in both the Client file and on the HCW employee time sheet or time tracking device.
 - c. HCWs shall fill out and Clients shall sign the Acknowledgement of Service form **Exhibit O**, attached hereto and incorporate herein by this reference. The Acknowledgement of Service form shall be filed in the Client case file.
49. Conduct a **30-day Service Visit**, by IHSS Supervisors, for Clients authorized by DPSS to receive services:
- a. IHSS Supervisors will visit each Client's home within 30 days of the Initial In-Home Visit and **update tasks** conducted during the Initial In-Home Visit:
 - i. **Home safety assessment** – Observe and have current knowledge of the condition of the Client's home, noting if safety issues have been resolved, as outlined above.
 - ii. **Key contact information** – Present to and review with the Client the key contact information, all seven items as outlined above, and provide any new forms and updates.
 - iii. **Client information form** – Complete a new form with current information about the Client as outlined above.
 - iv. **Weekly service plan** – Discuss with the Client the quality and consistency of the work provided.
50. Conduct **Acuity Based Supervisory Visits** as outlined in Section IV.A.45.
- a. IHSS Supervisors will visit each Client's home and **update tasks** conducted during the prior service monitoring or Acuity Based Supervisory visit:
 - i. **Home safety assessment** – Observe and have current knowledge of the condition of the Client's home, noting if safety issues have been resolved, as outlined above.
 - ii. **Key contact information** – Present to and review with the Client the key contact information, all seven items as outlined above, and provide any new forms and updates.
 - iii. **Client information form** – Complete a new form with current information about the Client as outlined above.
 - iv. **Weekly service plan** – Discuss with the Client the quality and consistency of the work provided.
51. Provide **reliable transportation** to DPSS-authorized clients requiring transportation services.
52. At any time, if any issue arises, the Contractor shall initiate and complete an Incident Report, as applicable, and outlined in Sections IV.A.36b and IV.A.53.

CLIENT CASE FILES

The Contractor shall:

53. Maintain individual files for each Client served. These Client files shall contain, but are not limited to, the following:
- a. Original client referral form that DPSS issued;
 - b. All updated/modified authorized service hours;
 - c. Record/history of services provided to Client;
 - d. Progress reports on Initial, 30-day, and Acuity Based Supervisory Visits;
 - e. Weekly service plans;
 - f. Consumer Change Notices (CCNs), **Exhibit E**;
 - g. Case narratives which shall include a description of an event/action that affects the client/services that is not logged elsewhere on a form in the case file.
 - i. Case narratives **must** include:
 - a) Issues and Resolutions;
 - b) Events/actions that include the maintenance of Client safety such as, but not limited to, Mandated Reporting-related incidents and information;
 - c) Suspicion of abuse or neglect;

- d) Documentation of medical needs that have not or are not being addressed; and
- e) Unscheduled medical travel.
- f) Documentation of substitute HCW.
- ii. Case narratives **may** include:
 - a) Verbal reports of Client updates by the HCW;
 - b) Deviations in planned services that are not documented elsewhere;
 - c) Scheduled medical travel, if not logged elsewhere in the file; and/or
 - d) Other travel, as needed (state if scheduled or not, location, date/time).
- iii. Case narrative **may not** be replaced by Consumer Change Notices (CCNs).
- iv. Overall, if there is an issue, the case narrative **must** include:
 - a) Description of the issue/incident (date/time, brief description, staffing note, if this is a recurring issue/incident, and list available dates);
 - b) Steps taken to resolve which shall include, but not be limited to, (date/time of on-site actions, office actions, phone calls, resources gathered, and follow-up steps);
 - c) Communication with DPSS and include (date/time, identify who was notified at DPSS); and
 - d) Resolution (final resolution).

REPORTING

54. The Contractor shall adhere to reporting requirements as defined by DPSS.

55. The Contractor shall work with DPSS to determine if the telephony system or other electronic reporting system is capable of producing reports which would eliminate the need for existing reports.

56. MONTHLY REPORTS

- a. **"New IHSS Referral Report"** which shall include the total number of new IHSS referrals received from DPSS.
- b. **"Authorized Service Hours Referred Report"** which shall include the total number of Authorized IHSS hours, by Type of Service as supplied by DPSS. Utilize the most current DPSS Client hour authorization printout and the DPSS 3793, Interim Authorization for Contracted IHSS Services, **Exhibit A**, as applicable, as the basis for service authorization.
- c. **"IHSS Service Report,"** which must include aggregate counts of service provided by Type of Service and a supplemental spreadsheet which includes the following Client information:
 - i. Total number of cases assigned to each IHSS Supervisor, by office, identifying:
 - a) Total number of HCW cases
 - b) Total number of Client cases
 - c) Total number of Authorized hours
 - ii. Total number of Unserved Hours, by reason codes, which must include aggregate counts of Unserved Hours, by Client and reason codes. Reason codes shall be mutually agreed upon by Contractor and DPSS.
 - iii. Unserved Hours, by Client and Type of Service.
 - iv. Unduplicated IHSS numbers:
 - a) Total number of Authorized Served hours completed, categorized by Type of Service as coded by DPSS.
 - b) Total number of Unserved Hours, with explanation.
- d. **"Share of Cost (SOC) Report"** which shall include the following:
 - i. Name of Client
 - ii. Type of Services rendered
 - iii. Outstanding SOC amount

- e. **"Client Grievances Report"** which shall include the following:
 - i. Total number of Client grievances received, by office
 - ii. Client Complaint Log with details to include:
 - Client Name,
 - Client Phone number,
 - Relation Family or other,
 - Phone number,
 - Date received,
 - Time received,
 - Report to law enforcement Yes/No,
 - Service Coordinator,
 - Department (Dept),
 - Complaint,
 - Resolution,
 - Pending or resolved,
 - DPSS Office Location,
 - DPSS Case Number,
 - DPSS Staff Notified, and
 - Date and Time Notified.
- f. **"Staffing Report"** highlighting the following:
 - i. Total number of IHSS staff at the beginning of the month
 - ii. Total number of IHSS staff hired
 - iii. Total number of IHSS staff terminated
 - iv. Total number of IHSS staff at the end of the month
 - v. Total number of Full Time (FT) IHSS staff at the end of the month
 - vi. Percentage of FT IHSS staff at the end of the month
 - vii. Total number of Part Time (PT) IHSS staff at the end of the month
 - viii. Percentage of PT IHSS staff at the end of the month
 - ix. Name of each IHSS staff training conducted during the month including Teaching and Demonstration
 - x. Number of IHSS staff trained at each training
- g. **"Outcomes Report"** addressing progress toward Objectives:
 - i. Number of **Emergency** referrals for Contract Services requested during the month.
 01. Number and Percent which were visited by the IHSS Supervisor within the 24 hour limit.
 02. Number and Percent which were returned,
 - ii. Number of Regular referrals for Contract Services requested during the month.
 01. Number and Percent which were visited by the IHSS Supervisor within the 5 day limit.
 02. Number and Percent which were returned,
 - iii. Number of all required Acuity Based Supervisory Visits which were to be performed based on the Client's Functional Index score as described in Section IV.45.
 01. Number and Percent of monitoring visits which were completed.
 02. Number and Percent of monitoring visits which were completed per schedule,
 - iv. Number of authorized IHSS service hours to be delivered according to Client-specified schedule/plan.
 01. Number and Percent of authorized IHSS service hours delivered.
 02. Number and Percent of authorized IHSS service hours delivered per schedule,
 - v. Number of Clients requiring forms and acknowledgments to be provided in a language other than English.
 01. Number and Percent which were provided in a language other than English.
 - vi. Number of **general** Client satisfaction surveys which should have been distributed.
 01. Number and Percent which were distributed.
 02. Number and Percent which were returned,

- 03. Number and Percent which rated Client satisfaction as good (or better, based on the selected survey scale).
- vii. Number of **special services** Client satisfaction surveys which should have been distributed.
 - 01. Number and Percent which were distributed.
 - 02. Number and Percent which were returned,
 - 03. Number and Percent which rated Client satisfaction as good (or better, based on the selected survey scale).
- viii. Number of complaints received, per Region
 - 01. Number and Percent which were resolved within an appropriate time frame.
 - 02. Number and Percent of Clients which were notified of the status within an appropriate time frame,
 - 03. Number and Percent which rated Client satisfaction as good (or better, based on the selected survey scale).

57. GENERAL INFORMATION ABOUT MONTHLY REPORTS

- a. Client information for all reports shall include:
 - i. Names
 - ii. IHSS case numbers
 - iii. Zip codes sorted by Contractor office, department and supervisor
- b. Submission of reports:
 - i. The Contractor shall submit reports in Microsoft Access or Excel.
 - ii. The Contractor shall submit statistical reports via email to DPSS Contract Administration Unit (DPSS CAU) at the following email address: contractreporting@riversidedpss.org and to DPSS Program staff by the 15th day of the month following the end of the month in which services were rendered. If the 15th falls on a weekend, the Contractor may submit the reports on the work day following the 15th. The Subject Line of the email should include the following information: Vendor Name, Contract Number, Report Name, Month and Year. Due to potential privacy impacts, the mode of submission may change in the future.
 - iii. THE CONTRACTOR SHALL ONLY SUBMIT DATA TO DPSS THAT PERTAINS TO IN-HOME SUPPORTIVE SERVICES CLIENTS.

58. QUARTERLY REPORTS

- a. Report a listing all of the HCWs employed by the Contractor who delivered services under IHSS during each calendar quarter. THE CONTRACTOR SHALL ONLY SUBMIT DATA TO THE STATE THAT PERTAINS TO IN-HOME SUPPORTIVE SERVICES CLIENTS:
 - i. In accordance with the requirement of the State Compensation Insurance Fund, the required "Contractor Employed IHSS Provider Report" may be submitted on microfiche or CD and must contain the following information for each Contractor-employed IHSS Provider:
 - a) Name
 - b) Social Security Number
 - c) "Beginning" date of employment and "End" date of employment, when applicable
 - d) Hours worked during the report period
 - e) Gross wage during the report period
 - f) Client(s) served during the period identified by IHSS case number
 - ii. Submit the above report to the State by the 15th day of the month following the end of each quarter (i.e., July, August, and September report is due by October 15th). This report shall be mailed/delivered so as to ensure tracking of receiver, (example: Fed Ex, US Certified Mail, Return Receipt Requested, or signed receipt if hand delivered), to the following address:

State Compensation Insurance Fund
Ed Hughes, Claims Manager
Claims Management Services
PO Box 1806
San Bernardino, CA 92401

Or for door-to-door delivery:

375 West Hospitality Lane
San Bernardino, Ca 92408
(909) 384-4560

b. Report to DPSS

- i. **The Contractor shall submit Quarterly notification to DPSS that the State Compensation Insurance Fund report was submitted as outlined above.** This notification shall be emailed to contractreporting@riversidedpss.org. Proof of submission shall be maintained and readily available for State inquiries, DPSS monitoring and/or auditing.

TRANSITION CLOSE-OUT

59. Upon expiration or termination of this Agreement, for any reason, during the transition close-out period, the Contractor agrees to:
- a. Continue delivering services to all Clients in all geographic areas currently served in Riverside County until notified otherwise; and
 - b. Assist DPSS in the orderly transition and transfer of Clients and data to DPSS and the subsequent Contractor(s); and
 - c. Provide, in a timely manner, all file and database information deemed necessary by DPSS for use in subsequent contracting activities without additional cost to DPSS or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
 - d. Cooperate with DPSS during a transition close-out period to ensure orderly and seamless delivery of services to Clients.

FISCAL

60. UNIT OF SERVICE COST RATE

The Unit of Service is one service hour of direct Client service and the Unit of Service cost shall be \$16.67 per hour. No additional costs will be allowed.

If the number of Units served meets the thresholds below, a unit rate reduction will be applied. Actual hours served will be evaluated annually by DPSS Fiscal and a rate adjustment reflecting the reduction, as referenced below, will be made to the final billing reimbursement, based on total annual hours served.

The total amount of this Agreement shall not exceed the Maximum Reimbursable Amount (MRA) of \$11,502,300.

Rate	Units	Reduction \$
\$16.67	824,999 and below	N/A
\$16.56	825,000 – 974,999	\$0.11
\$16.44	975,000 – 1,149,999	\$0.12
\$16.29	1,150,000 and above	\$0.15

61. CLIENT SHARE OF COSTS (SOC)

The Contractor shall:

- a. Ensure that no Client under this Agreement is charged a fee unless it has been determined by DPSS that the Client has a SOC liability.
- b. Be responsible for collecting the SOC from the Client in those cases where the Client owes a SOC.
- c. Refund any SOC that was over-collected from the Client, when the Client has not used all the Authorized hours covered by the SOC.
- d. Ensure DPSS is not billed for the Client SOC.
- e. Utilize the Medi-Cal point of sale (POS) system to obligate the Client's SOC, per the Department of Health Services, via telephone, POS unit or by Internet. Call the Medi-Cal POS verification system to acquire the most updated/real time SOC information. Contractor shall obligate the SOC on the last day of the month.
- f. Make a system screen shot after the obligation and provide to DPSS with the billing. Keep a copy on file for monitoring or audit purposes.
- g. Make a note of the following on the SOC list/log to document proof of the obligation:
 - i. Identifying numbers (Case Number and Social Security Number);
 - ii. Client Name;
 - iii. Amount of services provided;
 - iv. SOC applied;
 - v. Amount to be paid by the County;
 - vi. Date POS was called;
 - vii. POS verification number; and
 - viii. Amount to be collected.
- h. Collect the Clients' appropriate SOC based on the POS system. Do not invoice DPSS for Clients' SOC.
 - i. If Client disagrees with the SOC amount, the Contractor's staff shall call the IHSS district office Clerical Support Supervisor or Social Worker to confirm the accurate amount.
 - ii. If the Social Worker disagrees with the Contractor on the SOC amount owed, Contractor staff shall talk with that Social Worker's Supervisor to confirm the accurate Medi-Cal SOC amount.
 - iii. **Contractor shall not share DPSS IHSS Forms with Clients or their designees, under any circumstances.**

62. METHOD, TIME, AND SCHEDULE/CONDITIONS OF PAYMENT

- a. Monthly Billing:

The Contractor shall:

- i. **Submit billings on a data disc** to DPSS Special Payments Unit (SPU) within ten (10) calendar days following the end of the month in which services were rendered. Such billings shall include, at a minimum, an itemized listing of:
 01. Client names
 02. Case numbers
 03. Social Security Numbers
 04. Type of authorized service
 05. Authorized hours
 06. Actual service hours rendered
 07. SOC collected
- ii. Deduct all Clients' SOC prior to submitting monthly billings for services to DPSS.

- iii. Reconcile completed service hours against billed hours prior to submitting billings to DPSS, utilizing the Reconciliation Report, **Exhibit N**, attached hereto and incorporated herein by this reference.
- iv. **Submit the Reconciliation Report in Excel format on a separate disc**, along with each monthly billing.
- v. Upon implementation of Case Management Information and Payroll System II (CMIPS II), the California Department of Social Services IHSS management information system,:
 - 1. Submit monthly billings to DPSS SPU in an Excel format for review and approval.
 - 2. When approved by DPSS SPU, convert the billing file into the format compatible with the automated CMIPS II within the proper billing cycle,
 - 3. Only upload data to CMIPS II when DPSS has reviewed and approved, and the Contractor has received written approval via email or other agreed upon medium of communication.
 - 4. Contractor and DPSS agree that initial submittal, review, approval, and final submittal dates may require re-evaluation of agreed upon dates when CMIPS II is implemented.
- b. DPSS reserves the right to limit billing claims to whatever the current CMIPS system allows.

63. 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.

64. CERTIFICATION OF FINANCIAL SUPPORT

Before commencement of the work under this Agreement, the Contractor shall provide sufficient evidence of financial support to meet its obligations under this Agreement. The ability to provide financial support shall be based on any of the following:

- a. Audited financial statements that document, to the satisfaction of the County, sufficient financial resources to support the Contractor's obligations under this Agreement; or,
- b. Binding certification from any other affiliated corporation or organization providing financial support in any way that confirms the amount of support provided to the Contractor; or,
- c. In the event that the Contractor provides working capital through loans from financial or other institutions, documentation from the institution that specifies the maximum line of credit available to the Contractor.

65. 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.

66. PENALTIES

The Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contracts Code 10115.10.

67. 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.

68. 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.

V. COMPLIANCE

A. 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.

B. 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 Agreement 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 agreement 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.

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 Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

C. AMERICAN WITH DISABILITIES ACT

The Contractor shall not discriminate against qualified people with disabilities in public services, transportation, public accommodations and telecommunications services in compliance with the American with Disabilities Act.

D. EMPLOYMENT PRACTICE

1. 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).
2. 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.
3. 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. To conform to CDSS MPP Section 30-767.123, the Contractor (to the fullest extent possible) must give employment preference to all prospective employees who are recipients of public assistance or other low-income persons who would qualify for public assistance in the absence of such employment.
5. Entry level wages for IHSS HCWs shall be no less than California's minimum wage rate.

E. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

F. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or

defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance the contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

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

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

d. Cultural Competency

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

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret

the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

G. 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.

H. 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).

(4) Professional Liability

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

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 County'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.

I. 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.

J. 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.

K. 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.

L. PERSONNEL

1. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - a. All staff who work full or part-time positions by title, including volunteer positions; and
 - b. A brief description of the functions of each position and hours each position worked; and
 - c. The professional degree, if applicable, and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

2. No employee will work under this contract that:
 - a. Has been convicted of any crimes involving sex, drugs or violence; and/or is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165 et.al., and/or adult abuse as defined in Penal Code Section 368, and Welfare and Institutions Code (WIC) 15600 et. seq., or similar violation in another jurisdiction; and/or
 - b. Had a prior alcohol offense within ten (10) years of this contract period; and/or
 - c. Has a conviction or period of incarceration for a conviction for a crime of fraud in a specified government health care or supportive service programs (specifically Medicaid, Medicare, Maternal and Child Health Services, Social Services Block Grant, or children's Health Insurance program) for a period of ten (10) years following the conviction; and/or
 - d. Violates any section of the State regulations as set out in the All County Letter (ACL) #11-12, **Exhibit H**, attached hereto and incorporated herein by this reference.

3. Alcohol and Drug Use Prohibited

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

- a. Shall not be in any way impaired because of being under the influence of alcohol or drugs; and
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug; and
- c. 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; and

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

M. 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 DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder.

N. CHILD ABUSE REPORTING

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

O. ADULT AND ELDER/DEPENDENT ABUSE REPORTING

The Contractor acknowledges that they are mandated reporters.

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

P. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Q. 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.

R. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement 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. The Contractor is also subject to the HIPAA Business Associate Agreement, **Exhibit P**.

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

S. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

T. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

U. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:
 - a. Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - b. The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this agreement or for State's disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as

expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

V. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2011 to June 30, 2012, with the option to renew for two additional years in one-year increments.

B. NOTICES

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

DPSS: Department of Public Social Services
Contracts Administration Unit
10281 Kidd St
Riverside, CA 92503

VENDOR: Addus HealthCare, Inc.
Chief Executive Officer
2401 S. Plum Grove
Palatine, IL 60067

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
Special Payments Unit
10281 Kidd Street
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. CONDUCT OF CONTRACTOR

The Contractor agrees to inform DPSS of all of the Contractor's interest, if any, which are or which the Contractor believes to be incompatible with any interests of DPSS such as:

1. Personal Gain. The Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired with performance under this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personnel, or security records or individuals, anticipated material requirements or pricing actions; and knowledge or elections of Contractors or subcontractors in advance of official announcement.
2. Gifts and Gratuities. The Contractor shall not offer, directly or indirectly, gifts, gratuity, favors, entertainment or other item of monetary value to an employee of DPSS.

3. Referrals. The Contractor further covenants that no referrals of Clients through the Contractor's intake or referral process shall be made to the home health care agency or private practice of any person(s) employed by the Contractor.

E. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of DPSS. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by the Contractor, the United States or in any other country without the express written consent of DPSS. DPSS will have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

F. 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.

G. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

H. 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, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS 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 DPSS; 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.

I. 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.

J. MODIFICATION OF TERMS

If at any time during the contract term, and any extension or renewal thereof, there is a reduction of any wages and benefits for employees, an adjustment to the hourly rate in an amount proportionate to the wage and benefit reduction may occur.

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 April 1, of each year.

K. FAIR LABOR STANDARDS & SERVICE CONTRACT ACT – PRICE ADJUSTMENT

The hourly rate may be adjusted to reflect increases or decreases by the contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:

1. An increased or decreased wage determination applied to this Agreement by operation of law;
2. An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
3. Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
4. The Contractor shall notify the DPSS Contracts Administration Unit of any:
 - a. Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration Unit in writing; and/or
 - b. Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the contract hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

L. WITHHOLDING OF PAYMENT

DPSS may withhold reimbursement until the Contractor reporting, information, data and documentation, and other statistical data required for contract administration or to meet county or State reporting or auditing requirements are received and approved by DPSS. DPSS may also withhold payment if, in DPSS' opinion, the contractor is in non-compliance with the terms and conditions of this Agreement such as, but not limited to:

1. If this Agreement is terminated with or without cause, final payment under this contract may be held until the termination audit is completed and/or until any costs to DPSS are collected from the Contractor for any failure to cooperate in the transition period to a new Contractor. The termination audit shall be completed within 120 days after notice of termination.
2. Any costs to DPSS for maintaining any portion of IHSS as a result of the Contractor's failure to perform, as required by this Agreement, are subject to recoupment by DPSS through withholding from billings or any other form of legal action.

M. TERMINATION

1. Termination for Convenience

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

2. Termination with Cause

Notwithstanding any other provision of this Agreement, DPSS may terminate this Agreement immediately, upon written notice served upon the Contractor stating extent and effective date of termination:

- a. Upon receipt of evidence of probable Contractor employee mistreatment or abuse of ASD Clients, or of unsafe or hazardous practices in the provision of services;
- b. Upon loss of any license(s) required for lawful operation of the Contractor's business;
- c. Upon an unauthorized decrease in required insurance in force;
- d. Upon failure to make payroll payments;
- e. Upon failure to remit payroll deductions in a timely manner to the appropriate State and Federal government;
- f. Upon service of writ of attachment by creditors of the Contractor, or the filing of bankruptcy petition;
- g. Upon Contractor's failure to immediately remedy any of the following;
 - i. Any instance where a Client authorized to receive paramedical service receives services from a HCW who has not been properly trained to perform paramedical services;
 - ii. Any instance in which the Contractor fails to perform the initial and periodic visitation and monitoring required; and
 - iii. Any instance in which the Contractor fails to comply fully with all required record maintenance as defined in this Agreement.
- h. Upon Contractor's failure to follow procedures in Section IV resulting in a referred Client not receiving authorized services.

N. ENTIRE AGREEMENT

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