

628



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

FROM: Office on Aging

SUBMITTAL DATE:
July 20, 2011

SUBJECT: One-Year Contract Agreement with the California Department of Aging (CDA) and the Office on Aging to implement the Multi-Purpose Senior Services Program (MSSP) MS-1112-24 for Fiscal Year 11-12.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the attached Contract MS-1112-24 (7/1/2011 – 6/30/2012) from the California Department of Aging;
- 2) Authorize the Chairman of the Board to sign the agreement;
- 3) Direct the Clerk of the Board to retain one original copy and return three (3) original copies of the contract to the Office on Aging for further processing.

BACKGROUND: Background begins on Page 2.

Hilary Clarke for Edward Walsh

 Hilary Clarke, Deputy Director for Edward F. Walsh,
 Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	11-12

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

C.E.O. RECOMMENDATION: APPROVE
 BY: *Lani Sioson*

 Lani Sioson

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 7/20/11
 SAMUEL WONG
 Departmental Concurrence
 DATE: _____
 Departmental Concurrence
 NEAL R. KIPNIS
 FORM APPROVED BY COUNTY COUNSEL
 DATE: _____
 BY: _____
 Policy Consent
 Policy Consent
 Dep't Recomm.: _____
 Per Exec. Ofc.: _____

AUG 16 2011

Prev. Agn. Ref.: June 13, 2011 Recommended Budget	District: ALL	Agenda Number:
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD		
3.64		

June 20, 2011

Page 2

SUBJECT: One-Year Contract Agreement with the California Department of Aging (CDA) and the Office on Aging to implement the Multi-Purpose Senior Services Program (MSSP) MS-1112-24 for Fiscal Year 11-12.

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

This performance-based contract can serve up to 248 clients monthly from 7/1/11 through 6/30/12. Since the program's inception in 1999, MSSP has assisted frail older persons (65 years and older) to avoid inappropriate or premature placement in nursing facilities and to foster independent living in their own communities.

The MSSP budget was submitted to the Board and approved on June 13, 2011. There is no impact to County General Funds and we are requesting for no additional matching funds.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

MS-1112-24

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

COUNTY OF RIVERSIDE, OFFICE ON AGING

2. The term of this Agreement is: July 1, 2011
Through June 30, 2012

3. The maximum amount of this Agreement is: **\$ 1,062,680**
One million, sixty-two thousand, six hundred eighty dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 10 page(s)

Exhibit B – Budget Detail and Payment Provisions 7 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit - D* Special Terms and Conditions

AGING-MS-511

Exhibit E – Zipcodes 1 page(s)

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

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF RIVERSIDE, OFFICE ON AGING

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

6296 RIVERCREST DRIVE, Suite K RIVERSIDE CA 92507

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

FOR APPROVAL COUNTY COUNSEL
BY: NEAL R. KIPNIS

California Department of General Services Use Only

Exempt per:

Exhibit A – Scope of Work

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-1112-24 in accordance with this Agreement. The number of client months under this Agreement is 3,708.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

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

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: COUNTY OF RIVERSIDE, OFFICE ON AGING
Section/Unit: Business Services and Contracts	Section/Unit: Administration
Attention: Don Fingado	Attention: Vikki Neugebauer
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 6296 Rivercrest Drive, Suite K Riverside CA 92507
Phone: (916) 419-7157	Phone: (951) 867-3800
Fax: (916) 928-2500	Fax: (951) 867-3840

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

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

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

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

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

ARTICLE III. MSSP PROGRAM OPERATIONS

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

A. Care Management Team

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

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

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

set forth in the Waiver. The care management team shall determine client eligibility based on the criteria specified in Article I, Section O, paragraph 2 in Exhibit D, which is attached and hereby incorporated by reference, and assure that appropriate services are provided to the client. This team shall work with the client throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

3. The care management team shall: 1) provide information, education, counseling, and advocacy to the client and family, and 2) identify resources to help assure the timely, effective, and efficient mobilization and allocation of all services, regardless of the source, to meet the client's care plan goals.
4. The contractor shall annually self-certify that staff meet the requirements as outlined in the MSSP site manual as well as participate in required trainings.

B. Care Plan

1. The Contractor's care management team shall conduct the client assessments and work with the client, family, and others to develop a care plan covering the full range of required social and health services. The care management team shall continue to work with the client to assure that she/he is receiving and benefiting from the services and to determine if modification of the care plan is required.
2. The Contractor shall pay allowable claims from authorized vendors of waiver services rendered to clients in conformance with an authorized care plan.

C. Services

1. The Contractor's care management team shall first explore informal support available to the client through family, friends, the volunteer community, and use of available publicly funded services. If the avenues for alternative resources prove insufficient, the care management team may purchase services as authorized under the Waiver with the required documentation. Descriptions of Waiver Services are contained in Exhibit D, Definition of Services Provided Under Waiver, which is attached and hereby incorporated by reference.
2. The Contractor shall maintain written vendor agreements for the following minimum array of Waiver Services at all times during the term of this Agreement:

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

- a. Adult Day Support Center (ADSC) and Adult Day Care (ADC)
- b. Housing Assistance
- c. Supplemental Personal Care Services
- d. Care Management
- e. Respite Care
- f. Transportation
- g. Meal Services
- h. Protective Services
- i. Special Communications

D. Case Files

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

1. Application Form.
2. MSSP Authorization for Use and Disclosure of Protected Health Information Form.
3. Client Enrollment/Termination Information Form.
4. Certification/Recertification Form (LOC).
5. Initial health and psychosocial assessments and reassessments and most recent reassessment.
6. Summaries, Care Plan, and Service Planning and Utilization Summary (SPUS).
7. Client progress notes and other client-related information (e.g., correspondence, medical/psychological/social records).
8. Denial or discontinuance letters (Notice of Action).
9. Termination Forms.
10. Fair Hearing documentation.

E. Management Information Systems (MIS)

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

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.
2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:
 - a. Client name, MSSP client number, Medi-Cal Aid Code, county code, Medicare and Social Security numbers, birth date, level of care, emergency contact information, physician information, and demographic information;
 - b. Tracking of waiver services and costs;
 - c. Enrollment and termination dates; and
 - d. Provider Index Report.
3. Accommodate State-required changes in MIS procedures which may be necessary from time to time.
4. Generate reports as required by the State.
5. Submit to CDA by the 5th of the month, the end-of-month client count for the preceding month. CDA may grant a waiver of the deadline date requirement based on extenuating circumstances.
6. Verify all service data within 90 calendar days of the date of service. The Contractor shall submit this data to CDA by the 15th calendar day of the following month (105 days from the end of the month of services).
7. Submit (Waiver) service claims to the DHCS Medi-Cal Fiscal Intermediary, ACS, per instructions stated in the Medi-Cal Provider Manual.

F. Caseloads

The Contractor shall maintain a caseload of no less than 95 percent or more than 105 percent of the specified annual total "active client count" included in the Scope of Work, Exhibit A, Section 1. In the event of budget reductions, CDA will issue an amendment specifying the revised caseload requirements. Caseloads are categorized as:

1. "Active client count" is the total number of clients served during each month. For monthly reporting purposes, this will be the number of clients as of the first of the month, plus the number enrolled during the month.

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

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

2. "Unduplicated client count" is defined as the total number of clients served for the fiscal year at the close of business on the last day of the fiscal year. A client is only counted once, even if the client terminates and re-enrolls during the fiscal year.

G. Bilingual and Linguistic Services

1. Needs Assessment

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

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

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

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

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
 - (1) Methodologies used.
 - (2) Findings regarding linguistic and cultural needs of non-English or LEP groups.
 - (3) Services proposed to address the needs identified and a timeline for implementation (22 CCR 98310).

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement (22 CCR 98310, 98313).

2. Provision of Services

- a. The Contractor shall take reasonable steps based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (22 CCR 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - (1) Interpreters or bilingual providers and provider staff.
 - (2) Contracts with interpreter services.
 - (3) Use of telephone interpreter lines.
 - (4) Sharing of language assistance materials and services with other providers.
 - (5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - (6) Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits (22 CCR 98211).
- d. The Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement (22 CCR 98310).
- e. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor (22 CCR 98324).

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (22 CCR 98370)
 3. Compliance Monitoring
 - a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients (22 CCR 98310).
 - b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services (22 CCR 98310).
 - c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (22 CCR 98314)
 4. Notice to Eligible Beneficiaries of Contracted Services
 - a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (22 CCR 98325)
 - b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 et seq. (22 CCR 98326).
 - c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law (22 CCR 98211, 98310, 98340).
- H. Emergency Preparedness
 1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of clients they are charged to serve during medical or natural disasters: a pandemic; earthquake; fire; flood; or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support clients in the event of natural disasters or other public emergencies.
 3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and vendors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.
 4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider.
 - b. Techniques to obtain vital information from older individuals who require emergency assistance.
 - c. Written emergency procedures for all staff that have contact with older individuals.
 5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.
 6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.
- I. Other Provisions
1. A client ceases to be a "client" and the Contractor is relieved of all obligations to provide and arrange for services to him/her under this Agreement when the client has been given ten (10) days prior notice of termination, where appropriate, and when the client has exhausted his/her appeal rights.
 2. The Contractor shall administer a vendor appeal and adjudication process. This process shall assure fair consideration and disposition of vendor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor; there is no level of review by CDA. The Contractor's vendor appeal and adjudication process must be included in all vendor contracts.

Scope of Work – Exhibit A
Multipurpose Senior Services Program

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

3. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that client inquiries and requests for service(s) receive prompt response.
4. "Catchment Area", defining the region to be served under this Agreement, is attached hereto as part of Exhibit E and is incorporated by reference.
5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its vendor agreements.
6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Chief within 35 days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.



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

ARTICLE I. INVOICING AND PAYMENT

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

C. Prompt Payment Clause

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

D. Advance Payments

CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 and Section 11019 of the Government Code for private nonprofit entities, subject to the following conditions:

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

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

ARTICLE I. INVOICING AND PAYMENT (Cont)

3. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
4. Repayment of advances will be recovered from claims submitted to the DHCS fiscal intermediary, ACS, after January 1st of each fiscal year and be collected at 50 percent of each claim submitted until the amount advanced is repaid. If the Contractor has insufficient client enrollment to permit repayment of the advance for that year through claims submitted to the DHCS fiscal intermediary, the Contractor may at any time be required to repay to DHCS all or any part of the funds advanced hereunder to ensure that the unliquidated balance of the advance payment is repaid.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with the Scope of Work, Exhibit A, of this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
 - Mileage
<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
 - Per Diem (meals and incidentals
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
 - Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>).

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall

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

ARTICLE II. FUNDS (Cont)

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

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

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

B. Accountability for Funds

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

C. Unexpended Funds

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

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

ARTICLE II. FUNDS (Cont)

D. Interest Earned

1. Contractor or subcontractor may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CFR 92.22(l)] for administrative expenses.
2. Non-profits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
 - a. The recipients receive less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and nonfederal cash resources.

ARTICLE III. BUDGET AND BUDGET REVISION

A. Limitation of State Liability

Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

B. Funding Reduction in Subsequent Fiscal Years

1. If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:
 - a. Terminate the Contract pursuant to Exhibit D, Article XIII, A.
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

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

ARTICLE III. BUDGET AND BUDGET REVISION (Cont)

2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.
- C. The Contractor shall be reimbursed for expenses only as itemized in the approved Site Budget, which is attached and hereby incorporated by reference into this exhibit.
- D. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement.
- E. "Line Item Budget," includes the detail of budget line item information filed and recorded with CDA's program contact. Indirect costs shall not exceed 15 percent of direct salaries plus benefits.
- F. The Contractor must obtain prior written approval from CDA to transfer funds from one budget category to another. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- G. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

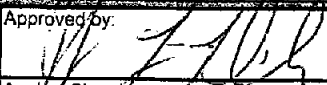
The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

1. Termination or suspension of this Agreement.
2. A finding by the State that the Contractor:
 - a. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement; or

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

ARTICLE IV. DEFAULT PROVISIONS (Cont)

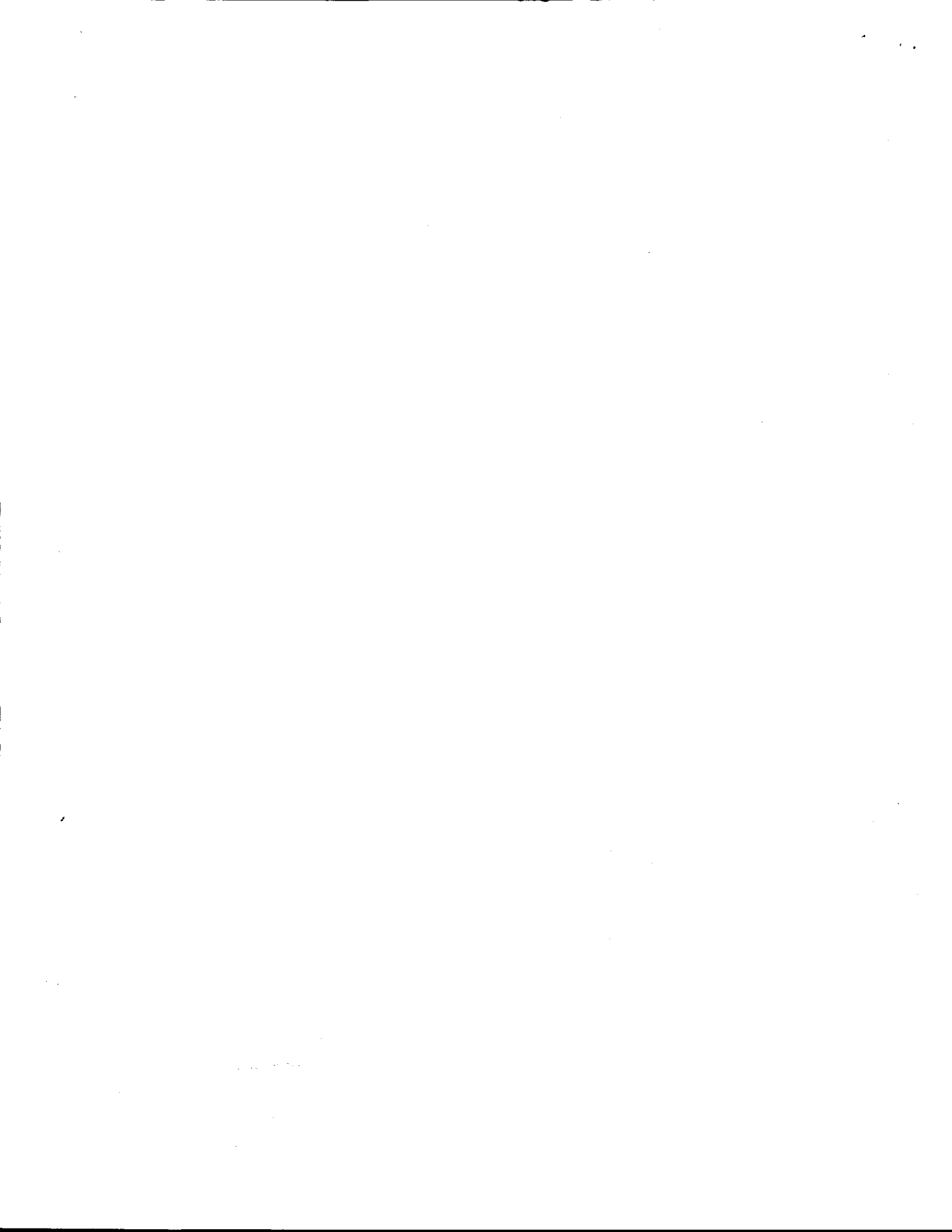
- b. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement; or
 - c. Has allocated inventory to this Agreement substantially exceeding reasonable requirements; or
 - d. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business.
- 3. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor.
 - 4. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding; or
 - 5. The commission of an act of bankruptcy.

Legal Site Name	County of Riverside, Office on Aging		Site Number	24	Date Submitted to CDA-MSSP	24-May-11
Fiscal Year 2011-2012						
Line #	A. Care Management					
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
1	SWCM	Ruffner	\$62,950	0.000%	1.000	\$62,950
2	SWCM	Dawson	\$62,950	0.000%	1.000	\$62,950
3	SWCM	Mopera	\$62,950	0.000%	1.000	\$62,950
4	SWCM	Rodriguez	\$62,950	0.000%	1.000	\$62,950
5	SWCM	Ortiz	\$62,950	0.000%	0.900	\$56,655
6	NCM	Alegado-Payne	\$63,371	0.000%	0.750	\$47,528
7	NCM	VACANT	\$55,225	0.000%	0.500	\$27,613
8			\$0	0.000%	1.000	\$0
9			\$0	0.000%	1.000	\$0
10			\$0	0.000%	1.000	\$0
11			\$0	0.000%	1.000	\$0
12			\$0	0.000%	1.000	\$0
13			\$0	0.000%	1.000	\$0
14			\$0	0.000%	1.000	\$0
15			\$0	0.000%	1.000	\$0
16			\$0	0.000%	1.000	\$0
17			\$0	0.000%	1.000	\$0
18			\$0	0.000%	1.000	\$0
19			\$0	0.000%	1.000	\$0
20			\$0	0.000%	1.000	\$0
21			\$0	0.000%	1.000	\$0
22			\$0	0.000%	1.000	\$0
23			\$0	0.000%	1.000	\$0
24			\$0	0.000%	1.000	\$0
25			\$0	0.000%	1.000	\$0
26	Subtotal Care Management Salaries					\$383,596
27	Care Management Benefits					\$198,769
28	Care Management Salary Savings					
29	Total Care Management			% Budget	55%	\$582,365
B. Care Management Support/Administration						
Line #	Salaries					
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
30	Site Director	Neugebauer	\$80,104	0.000%	0.050	\$4,005
31	SCM	Andre	\$71,488	0.000%	0.650	\$46,467
32	Admin Services Analyst	Perry	\$54,227	0.000%	0.100	\$5,423
33	Office Assistant	Ferguson	\$34,915	0.000%	0.250	\$8,729
34	Accounting Technician	Brooks	\$48,662	0.000%	0.500	\$24,331
35	Services Assistant	Suiter	\$36,819	0.000%	0.500	\$18,410
36			\$0	0.000%	1.000	\$0
37			\$0	0.000%	1.000	\$0
38			\$0	0.000%	1.000	\$0
39			\$0	0.000%	1.000	\$0
40			\$0	0.000%	1.000	\$0
41			\$0	0.000%	1.000	\$0
42			\$0	0.000%	1.000	\$0
43	Subtotal CMS/Administration Salaries					\$107,384
44	CMS/Administration Benefits					\$32,192
45	CMS/Administration Salary Savings					
45	Total CMS/Administration Salaries					\$139,566
Operating Costs						
46	Communications, Postage, Reprographics					\$19,356
47	Consultation, Professional Services					\$0
48	Equipment Cost equal to or greater than \$300 per Unit					\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies					\$10,217
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities		\$94,662
		\$1.65	5308.00	\$5,436.00		
51	Insurance					\$2,867
52	Library Purchases, Membership Dues, Subscriptions					\$2,083
53	Recruitment Costs					\$0
54	Temporary Help					\$0
55	Training without Associated Travel Costs					\$0
56	Travel					\$16,920
57	Indirect Costs (Indirect Costs/Base) - 15% maximum					1.99%
58	Base = Salaries & Benefits (29)+(45)					\$721,921
59						\$0
60						\$0
61						\$0
62	Total CMS/Admin (45)+(61)					\$180,499
62	% Budget					28%
C. Waived Services						
63	Total Waived Services					\$180,260
63	% Budget					17%
D. Total Budget Amounts						
64	Fiscal Year 2011 - 2012 ([29]+[62]+[63])					\$1,062,660
By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.						
Full Name		Title	Date	Check box to indicate agreement with information provided in report.		
Vicki Neugebauer		MSSP Site Director	April 26, 2011	<input checked="" type="checkbox"/>		
For CDA Use Only		Approved by: 	5/25/11			
		Analyst Signature				



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

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



CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

CONTRACTOR/VENDOR NAME:

CONTRACT NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME AND TITLE OF PERSON SIGNING:

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- all access codes which allow access to confidential information will be properly safeguarded.
- activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.
- any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.
- any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement.
- all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information
 - Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.

- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization.

CALIFORNIA DEPARTMENT OF AGING

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

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

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

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

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

NOTICE:

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

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

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

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

2011-12 MS CONTRACT TRANSMITTAL LETTER
(This letter must be signed and returned with the Contract package)

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

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

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

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

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

SIGNATURE
(Director or designee)

CONTRACT NUMBER

DATE _____