

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

252



FROM: Office on Aging

SUBMITTAL DATE:

June 20, 2013

SUBJECT: Multipurpose Senior Services Program Contract Agreement (MS-1314-24) between the California Department of Aging (CDA) and Riverside County Office on Aging for Fiscal Year 2013-2014, All Districts.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Authorize the Chair to execute MSSP Standard Agreement MS-1314-24 for Fiscal Year 2013-2014 with the California Department of Aging (CDA);
2. Return all four (4) copies to the Riverside County Office on Aging for further processing.

BACKGROUND: The California Department of Aging (CDA) administers and oversees the Multipurpose Senior Services Program (MSSP), which is a statewide system funded through a Medi-Cal waiver to delay or prevent nursing home placement for frail seniors by arranging for services in the home at a lower cost to the government than a nursing home stay.

(Continued on Page 2)

Michelle Wilham

Michelle Wilham, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,062,680	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	13/14

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: *Lari Sioson*
Lari Sioson

County Executive Office Signature

- Policy
- Consent
- Policy
- Consent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 7/3/13
 DATE: *7/3/13*
 Departmental: **SAMUEL WONG**
 FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 NEAL R. KIPNIS

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

Prev. Agn. Ref.: N/A **District:** ALL **Agenda Number:**

3-41

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

The Office on Aging is a local MSSP site that provides care management services in Riverside County for seniors with physical or cognitive disabilities that put them at risk of nursing home placement. The Office on Aging maintains an annual contract with CDA in order to provide these services.

Many seniors who need substantial care do not know which services they need or how to obtain them; therefore the Office on Aging MSSP Care Managers, who are social workers and community health nurses, assist clients to access services they need in order to remain in their home. Care managers evaluate individual needs, access existing resources, purchase essential supplementary services, provide advocacy and health education, and valuable guidance and support to family members and caregivers.

Funding for the MSSP will come from State and Federal funds in the amount of One Million Sixty-Two Thousand Six-Hundred and Eighty Dollars (\$1,062,680.00).

These funds have been processed through the countywide budgetary process and will be formally approved once the Fiscal Year 2013-2014 budget is adopted by the Board of Supervisors. This Agreement reflects the current contract from CDA.

Staff recommends that the Board of Supervisors approve the Agreement with CDA to implement the MSSP for Fiscal Year 2013-2014.

There is no impact to the County of Riverside general fund and the Office on Aging will not be requesting any additional matching requirements.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER MS-1314-24
REGISTRATION NUMBER

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

STATE AGENCY'S NAME California Department of Aging
CONTRACTOR'S NAME COUNTY OF RIVERSIDE, OFFICE ON AGING
- The term of this Agreement is:

July 1, 2013	Through June 30, 2014
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- The maximum amount of this Agreement is:

\$ 1,062,680.00	One million, sixty-two thousand, six hundred eighty and 00/100 dollars
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- 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	6 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	
<input checked="" type="checkbox"/> Exhibit - D* Special Terms and Conditions	AGING-MS-413
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.

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 7/1/13

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 Dyanne Macias, Manager, Contracts and Business Services Section	
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834	
California Department of General Services Use Only	
<input type="checkbox"/> Exempt per:	

CCC-307

CERTIFICATION

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

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

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 1/21/13

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA DEPARTMENT OF AGING

1300 National Drive, Suite 200
SACRAMENTO, CA 95834
Internet Home Page: www.aging.ca.gov
TDD Only 1-800-735-2929
FAX Only (916) 928-2500
(916) 419-7531



May 10, 2013

Dear Contract Manager,

Please be advised that an incorrect "Exhibit A" document was inadvertently included in your original contract for 2013-14.

Attached please find the "correct" Exhibit A document. Please replace this Exhibit A, with the Exhibit A previously issued.

No content change has been made. However, the format has been altered.

*replaced
ATG*

If you have any questions, please call or email Don Fingado, of my staff, at 916-419-7157 or don.fingado@aging.ca.gov.

Thank you.

A handwritten signature in blue ink that reads "Addy Macias".

Addy Macias
Manager
Contracts and Business Services Section



SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-1314-24 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: Michele Wilham
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
Email: don.fingado@aging.ca.gov	Email: rcaging@rcaging.org

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

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 premature placement of frail older persons in nursing facilities
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, Xerox State Health Care, LLS (Xerox).

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 set forth in the Waiver. The care management team shall determine client eligibility based on the criteria specified in Article I, Section O,

**Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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 subcontractors/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 subcontractor/vendor agreements for the following minimum array of Waiver Services at all times during the term of this Agreement:
 - a. Adult Day Support Center (ADSC) and Adult Day Care (ADC)

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- 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 monthly progress notes and other client-related information (e.g., correspondence, medical/psychological/social records, service delivery verification)
8. Denial or discontinuance letters (Notice of Action)
9. Termination Forms
10. Fair Hearing documentation

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

E. Management Information Systems (MIS)

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

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers
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
 - 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. The end-of-month client count consists of the number of clients actively enrolled in MSSP on the last (business) day of the reporting month. This does not include client cases closed (or terminated) during the reporting 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, Xerox, 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:

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

1. "Active client count" is the total number of clients served during each month. This will be the number of clients as of the first of the month, plus the number enrolled during the month
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 Program 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 encountered by the program
- (2) Frequency with which LEPs come in contact with the program
- (3) Nature and importance of the services provided
- (4) Local or frequently used 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:
 - (1) Methodologies used
 - (2) The 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 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- 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 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- 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 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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 subcontractors/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 subcontractor/vendor appeal and adjudication process. This process shall assure fair consideration and disposition of subcontractor/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 subcontractor/vendor appeal and adjudication process must be included in all subcontractor/vendor contracts.

Scope of Work – Exhibit A
Multipurpose Senior Services Program 2013-14

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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 subcontractor/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.

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment, the Contractor shall prepare and submit electronic claims through DHCS' fiscal intermediary Xerox, as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
 - 1. The Contractor shall submit claims to Xerox 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. 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 the 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 the 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
- 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, Xerox, 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

ARTICLE I. INVOICING AND PAYMENT (Continued)

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.

In State:

- Mileage-
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) –
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

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

The 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.

ARTICLE II. FUNDS (Continued)

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

- D. Interest Earned
 1. The 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. 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.

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

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
 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 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 between the care management and care management support categories if the amount is greater than 5 percent. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- G. The contractor must obtain prior written approval from CDA to transfer funds out of the waiver service category.
- H. 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

ARTICLE IV. DEFAULT PROVISIONS (Continued)

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
 - 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.

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:
<p>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:</p> <ul style="list-style-type: none">• 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.• 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 to any computer-based confidential information within the custody of the Contractor/Vendor.	

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 1/13/13

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.

Legal Site Name	County of Riverside, Office on Aging		Site Number	24	Date Submitted to CDA-MSSP	28-Feb-13	
Fiscal Year 2013-2014							
A. Care Management							
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
1	NCM	Gillham	\$27,008	0.000%	0.250	\$6,752	
2	SWCM	McGee	\$48,779	0.000%	1.000	\$48,779	
3	SWCM	Dawson	\$65,909	0.000%	1.000	\$65,909	
4	SWCM	Ortiz	\$65,909	0.000%	0.900	\$59,318	
5	NCM	Velazquez	\$56,413	0.000%	0.500	\$28,207	
6	NCM	Alegado-Payne	\$67,677	0.000%	0.500	\$33,839	
7	SWCM	Mopera	\$65,909	0.000%	1.000	\$65,909	
8	SWCM	Rodriguez	\$65,909	0.000%	1.000	\$65,909	
9			\$0	0.000%	0.000	\$0	
10			\$0	0.000%	0.000	\$0	
11			\$0	0.000%	0.000	\$0	
12			\$0	0.000%	0.000	\$0	
13			\$0	0.000%	0.000	\$0	
14			\$0	0.000%	0.000	\$0	
15			\$0	0.000%	0.000	\$0	
16			\$0	0.000%	0.000	\$0	
17			\$0	0.000%	0.000	\$0	
18			\$0	0.000%	0.000	\$0	
19			\$0	0.000%	0.000	\$0	
20			\$0	0.000%	0.000	\$0	
21			\$0	0.000%	0.000	\$0	
22			\$0	0.000%	0.000	\$0	
23			\$0	0.000%	0.000	\$0	
24			\$0	0.000%	0.000	\$0	
25			\$0	0.000%	0.000	\$0	
26	Subtotal Care Management Salaries						\$374,621
27	Care Management Benefits						\$188,579
28	Total Care Management (CM) FTE 9.15						
29	Total Care Management					51%	\$543,200
B. Care Management Support/Administration							
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
30	Site Director	Neugebauer	\$60,435	0.000%	0.050	\$4,022	
31	SCM	Andre	\$74,849	0.000%	0.750	\$56,137	
32	Admin Services Analyst	Xiong	\$40,649	0.000%	0.100	\$4,065	
33	Office Assistant	Villagas-Ferguson	\$37,490	0.000%	0.250	\$9,373	
34	Accounting Technician	Brooks	\$50,850	0.000%	0.500	\$25,425	
35	Services Assistant	Suiter	\$39,535	0.000%	0.500	\$19,768	
36			\$0	0.000%	0.000	\$0	
37			\$0	0.000%	0.000	\$0	
38			\$0	0.000%	0.000	\$0	
39			\$0	0.000%	0.000	\$0	
40			\$0	0.000%	0.000	\$0	
41			\$0	0.000%	0.000	\$0	
42	Subtotal CMS/Administration Salaries						\$118,838
43	CMS/Administration Benefits						\$53,477
44	Total CMS/Administration FTE 2.15						
45	Total CMS/Administration Salaries						\$172,316
Operating Costs							
46	Communications, Postage, Reprographics						\$20,808
47	Consultation, Professional Services						\$0
48	Equipment Cost equal to or greater than \$500 per Unit						\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies						\$15,650
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	\$1.70	Square Feet	3248.00	Utilities	\$5,525.00
51	Insurance						\$3,781
52	Library Purchases, Membership Dues, Subscriptions						\$0
53	Recruitment Costs						\$0
54	Temporary Help						\$0
55	Training without Associated Travel Costs						\$1,008
56	Travel						\$12,945
57	Indirect Costs (Indirect Costs/Base) - 15% maximum					6%	\$40,928
58	Base = Salaries & Benefits ((29)+(45))						\$715,516
59							\$0
60							\$0
61	Total CMS/Administration Operating Costs						\$188,904
62	Total CMS/Admin (45)+(61)					32%	\$339,220
C. Waived Services							
63	Total Waived Services					17%	\$180,260
D. Total Budget Amounts							
64	Fiscal Year 2013-2014 ((29)+(62)+(63))						\$1,062,680

3/20/13
MS

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.
Vikki Neugebauer	MSSP Site Director	February 28, 2013	<input checked="" type="checkbox"/>

For CDA Use Only: Approved by: 
Analyst Signature: _____ Date: 3/20/13

**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/Meniffee		
92585	Sun City/Romoland		
92586	Sun City		
92587	Sun City/Canyon Lake/Quail Valley		
92589-93	Temecula		
92595	Wildomar		
92596	Winchester		