

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

814



FROM: Office on Aging

SUBMITTAL DATE:
July 28, 2015

SUBJECT: Ratification of FY 2015/2016 Standard Agreement MS-1516-24 between California Department of Aging (CDA) and County of Riverside Office on Aging (OoA) to implement the Multi-Purpose Senior Services Program (MSSP). [Districts: ALL] [Total Cost: \$1,062,680] [Source of Funds: Federal 50%, State 50%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Authorize Chair to execute FY 2015/2016 Standard Agreement MS-1516-24 between California Department of Aging (CDA) and County of Riverside Office on Aging (OoA) to implement the Multi-Purpose Senior Services Program (MSSP);
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel; and
3. Return four (4) copies of the Agreement to the Office on Aging for further processing.

BACKGROUND:

Summary

Annually, the County of Riverside Office on Aging enters into an agreement with the California

Rachelle Román

Rachelle Román, Deputy Director
For Michele Haddock, Director

(Continued on Page 2)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,062,680	\$	\$ 1,062,680	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: Federal 50%, State 50%				Budget Adjustment: No	
				For Fiscal Year: 2015/2016	

C.E.O. RECOMMENDATION:

APPROVE

BY:

Lani Sison
Lani Sison

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
8/5/15
DATE
BY: JAMES E. BROWN
Departmental Concurrence

Purchasing & Fleet Services
Teresa Summers, Assistant Director

Positions Added
 Change Order

A-30
 4/5 Vote

Prev. Agn. Ref.: 8/5/2014, 3-28

District: All

Agenda Number:

3-42

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratification of FY 2015/2016 Standard Agreement MS-1516-24 between California Department of Aging (CDA) and County of Riverside Office on Aging (OoA) to implement the Multi-Purpose Senior Services Program (MSSP). [Districts: ALL] [Total Cost: \$1,062,680] [Source of Funds: Federal 50%, State 50%].
DATE: July 28, 2015
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Department of Aging. Office on Aging administers the funds provided under this Agreement 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. Seniors age 65 and older who are eligible for Medi-Cal and at risk for institutionalization may receive effective case management by a skilled Nurse Care Manager (registered nurse) and Social Work Care Manager. The Multi-Purpose Senior Services Program (MSSP) care managers communicate, collaborate, and coordinate with the senior, family members, medical and mental health providers and other service providers to effectively meet their needs. The goal is to provide additional support and services that may allow the senior to continue to have their independence by remaining at home and reduce the risk of premature or inappropriate institutionalization.

The term of this agreement is 12 months, July 1, 2015 to June 30, 2016.

This agreement reflects the current contract from California Department of Aging and could be subject to some modifications based on the State final legislative process.

Impact on Citizens and Businesses

There is an unprecedented growth of individuals over the age of 65 in the County of Riverside. The fastest growing group is projected to be seniors over the age of 80. This performance-based contract serves up to 248 clients. 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.

SUPPLEMENTAL:

Additional Fiscal Information

The FY 2015/2016 Standard Agreement MS-1516-24 between California Department of Aging (CDA) and Riverside County Office on Aging (OoA) to implement the Multi-Purpose Senior Services Program (MSSP) is for the total amount of \$1,062,680. Office on Aging has submitted the funding for this program through the countywide budget process for FY 2015-16 and was approved by the Board of Supervisors on July 7, 2015.

There is no impact to County General Funds and we are requesting no additional matching funds.

ATTACHMENTS:

A. Contract between CDA and OoA: Attached.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER MS-1516-24
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, 2015 Through June 30, 2016

3. The maximum amount of this Agreement is: **\$ 1,062,680.00**
 One million, sixty-two thousand, six hundred eighty and 00/100 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	13 page(s)
Exhibit B – Budget Detail and Payment Provisions	8 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	56 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
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		California Department of General Services Use Only
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 Glenn Wallace Manager, Contracts and Business Services Section		
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834		
		<input type="checkbox"/> Exempt per:

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

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 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
 Glenn Wallace Manager, Contracts and Business Services Section

ADDRESS
 1300 National Drive, Suite 200, Sacramento CA. 95834

FORM APPROVED COUNTY COURSE
 BY: NEAL R. KIPNIS
 DATE

Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

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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			
Glenn Wallace Manager, Contracts and Business Services Section			
ADDRESS			
1300 National Drive, Suite 200, Sacramento CA. 95834			
		<input type="checkbox"/> Exempt per:	

FORM APPROVED COUNTY COUNSEL
 DATE
 BY NEW R. KIPNIS

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

AGREEMENT NUMBER MS-1516-24
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, 2015	Through June 30, 2016
--------------	-----------------------
- 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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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: 7/15/15	California Department of General Services Use Only
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		<input type="checkbox"/> Exempt per:	
BY (Authorized Signature) 	DATE SIGNED (Do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING Glenn Wallace Manager, Contracts and Business Services Section			
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834			

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 Auto Liability. ***The auto liability certificate 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.
- **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.

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: COUNTY OF RIVERSIDE, OFFICE ON AGING	CONTRACT NUMBER: MS-1516-24
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. 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.	

SCOPE OF WORK

ARTICLE I. CONTACT INFORMATION

1. Contractor agrees to provide to the California Department of Aging services under Agreement No. MS-1516-24 in accordance with this Agreement. The number of client months under this Agreement is 2,976.
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: MSSP Operations Manager	Name: Robin McCall, Site Director
Phone (916) 419-7552	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 Haddock
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: MHaddock@co.riverside.ca.us

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

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 MSSP are to:

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

California Department of Aging (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 Waiver Participant 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 MSSP 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 Medi-Cal Fiscal Intermediary and a PLAN(S) (see definition in Exhibit D, Article I).

ARTICLE III. MSSP PROGRAM OPERATIONS

The Contractor shall be responsible for all care management obligations including processing Waiver Participant 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 Waiver Participant'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 its 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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

3. The Contractor shall maintain written, signed and dated, subcontracts for the following array of Purchased Waiver Services as defined in MSSP Site Manual at all times during the terms of this Agreement:
 - 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
4. The Contractor shall assure that its subcontractors have the license(s), credentials, qualifications or experience to provide services to the MSSP Participant.
5. The Contractor shall be responsible for coordinating and tracking MSSP Purchased Waiver Services for a MSSP Waiver Participant.
6. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that Waiver Participant inquiries and requests for service(s) receive prompt response.

D. Case Files

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

1. Application for the Multipurpose Senior Services Program
2. MSSP Authorization for Use and Disclosure of Protected Health Information
3. Client Enrollment/Termination Information
4. Level of Care Certification (LOC)
5. MSSP Initial Health Assessment, MSSP Initial Psychosocial Assessments, and MSSP Reassessments
6. Care Plan, Progress Notes, and Service Planning and Utilization Summary (SPUS)

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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 State's Medi-Cal Fiscal Intermediary, per instructions stated in the Medi-Cal Provider Manual

F. Enrollment Levels

The Contractor shall maintain a monthly active participant count equal to 100 percent of its budgeted waiver slots. This is a performance requirement to ensure compliance with the terms and conditions of this Agreement and Waiver requirements. If the Contractor's active participant count falls below 95 percent of the number of budgeted waiver slots for more than three consecutive months, the Contractor shall be required to submit an enrollment plan for review, approval and monitoring by CDA.

"Active Waiver Participant count" is the total number of waiver participants served during each month. This will be the number of waiver participants enrolled in the MSSP as of the first of the month, plus the number enrolled during the month.

G. Bilingual and Linguistic Program Services

1. Needs Assessment

- a. The Contractor shall compile a cultural and linguistic group-needs assessment of the eligible Waiver Participant 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 persons with limited English-Proficiency (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

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- (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 Waiver Participant 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 Waiver Participants' 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)
 - 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 Waiver Participants. (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)

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- 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. The Contractor is relieved of all obligations to arrange for and provide services to a Waiver Participant under this Agreement after the Waiver Participant has been terminated from the MSSP and has exhausted his/her appeal rights.
 2. The Contractor shall provide ten (10) days notice of termination to a Waiver Participant prior to terminating the Waiver Participant from the MSSP.
 3. The Contractor shall administer a subcontractor appeal and adjudication process. This process shall assure fair consideration and disposition of the Subcontractor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor; there is no level of review by CDA. The Subcontractor appeal and adjudication process must be included in all subcontracts.
 4. The Contractor shall serve participants in the Catchment Area as defined in Exhibit E of this Agreement.
 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 subcontracts.
 6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2015-16**

**ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING
UNDER THE CCI PAYMENT MODEL (Continued)**

C. Transition Plan

In the event of termination of this Agreement, the Contractor shall work collaboratively with PLAN(S) to develop a plan to ensure safe transition of Waiver Participants out of MSSP.

D. Enrollment Verification

The Contractor shall verify monthly whether the MSSP Waiver Participant remains eligible for Medi-Cal and in which managed care PLAN(S) the MSSP Waiver Participant is enrolled. The Contractor shall verify PLAN(S) enrollment using the Medi-Cal Eligibility Determination System (MEDS) and/or directly with PLAN(S). This verification should occur prior to submitting monthly claims to PLAN(S) as outlined in Exhibit B, Article V, Section A.

1. Unencrypted Member electronic Protected Health Information (ePHI) sent to entities outside of the contracted PLAN(S) using internet based services must be secured using virtual private networks (VPN), secure socket layer (SSL), transmission layer security (TLS), secure file transport protocol (SFTP), or other method that can encrypt communications over the public internet; and
2. Removable storage devices used to store ePHI must be encrypted before being sent to entities outside of PLAN(S).

E. Orientation

The Contractor shall provide orientation of MSSP to designated staff of PLAN(S).

F. Referrals

The Contractor shall establish a mechanism to receive referral of Members who are enrolled in the Medi-Cal PLAN(S) for Managed Long-Term Services and Support and are potentially eligible for the MSSP Program.

G. Care Coordination

The Contractor shall coordinate and work collaboratively with PLAN(S) on care coordination activities surrounding the MSSP Waiver Participant including, but not limited to, coordination of benefits between PLAN(S) and the Contractor to avoid duplication of services and coordinate Care Management activities particularly at the point of discharge from the MSSP.

**Budget Detail and Payment Provisions – Exhibit B from MSSP
Multipurpose Senior Service Program 2015-16**

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment under the fee-for-service payment model, the Contractor shall prepare and submit electronic claims through the State's Fiscal Intermediary 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 Medi-Cal fiscal intermediary, 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. Reimbursement for Performance

The Contractor shall be entitled to monthly payment for actual services delivered to the Contractor's monthly active participants. This amount may vary from month to month but total annual payments to the Contractor shall not exceed the amount of the Contractor's total waiver slot budget for the year.

E. Rate Adjustment

Care Management and Care Management Support rates will not be adjusted at any time during the term of the Agreement to compensate a contractor for a service level which falls below the total annual waiver slot budget.

F. Advance Payments

- 1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for contractors providing services under the fee-for-service payment model. Upon approval of this Agreement, the Contractor may request an advance payment not to exceed 25 percent of the total contract amount.
- 2. No advance payments shall be authorized for a contractor that has entered into the CCI payment model with a care PLAN(S).

**Budget Detail and Payment Provisions – Exhibit B from MSSP
Multipurpose Senior Service Program 2015-16**

ARTICLE II. FUNDS (Continued)

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.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

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 CalHR 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 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 as determined by DHCS or CDA to be out of compliance with this Agreement; are unrelated or inappropriate to contract activities; when adequate supporting documentation is not presented; or where prior approval was required but was either not requested or not granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.
5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable

**Budget Detail and Payment Provisions – Exhibit B from MSSP
Multipurpose Senior Service Program 2015-16**

ARTICLE III. BUDGET AND BUDGET REVISION

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.

- A. 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.
- B. The Contractor shall be reimbursed for expenses only as itemized in the approved Budget, which is attached and hereby incorporated into this exhibit.
- C. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement.
- D. "Line Item Budget," includes the detail of budget line item information filed and recorded with CDA's program contact. Indirect costs shall not exceed fifteen (15) percent of direct salaries plus benefits.
- E. The Contractor must obtain prior written approval from CDA to transfer funds between the care management and care management support categories if the transfer amount is equal to or greater than five (5) percent of either category of the approved budget. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.

**Budget Detail and Payment Provisions – Exhibit B from MSSP
Multipurpose Senior Service Program 2015-16**

**ARTICLE V. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING
UNDER THE CCI PAYMENT MODEL**

A. Submission of Claim to PLAN(S)

No sooner than the last day of each month, the Contractor shall submit a monthly claim to the PLAN(S). The monthly claim shall be for each PLAN Member enrolled in the MSSP as of the first day of the month for which the claim is submitted. The claim shall include at a minimum the following data elements: Member name, Client Identification Number (CIN), and the Contractor number.

B. Payment of Claims

1. The Contractor will receive a fixed monthly amount for each PLAN(S) Member receiving MSSP Waiver Services. Such MSSP amount shall be equal to \$357.08 per MSSP Waiver slot allotment in the MSSP Waiver.
2. The Contractor shall accept PLAN(S) payment as payment in full and final satisfaction of PLAN(S) payment obligation for MSSP Waiver Services for each MSSP Waiver Participant enrolled in PLAN(S).
3. The Contractor shall not submit separate claims to different PLAN(S) for the same MSSP Waiver Participant within the same invoice period.

Site Name	County of Riverside, Office on Aging			Site Number	24	Date Submitted to CDA-MSSP	29-May-15
Fiscal Year 2015-16							
Line #	A. Care Management						
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
1	NCM	Gilham	\$34,031	0.000%	0.630	\$21,440	
2	NCM	Vacant	\$71,047	0.000%	1.000	\$71,047	
3	SWCM	Dawson	\$77,451	0.000%	1.000	\$77,451	
4	SWCM	Mopera	\$77,451	0.000%	1.000	\$77,451	
5	SWCM	Rodriguez	\$77,451	0.000%	1.000	\$77,451	
6	SWCM	Gil	\$77,451	0.000%	1.000	\$77,451	
7	SWCM	Vacant	\$61,340	0.000%	0.75	\$46,005	
8			\$0	0.000%	0.000	\$0	
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	
26	Subtotal Care Management Salaries						\$448,296
27	Care Management Benefits						\$178,215.00
28	Total Care Management (CM) FTE 6.38						
29	Total Care Management			% Budget	59%	\$626,511	
Line #	B. Care Management Support/Administration						
	Salaries						
	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
30	Site Director	McCall	\$91,656	0.000%	0.250	\$22,914	
31	Supervisor	McCall	\$91,656	0.000%	0.250	\$22,914	
32	Office Assistant	Villegas-Ferguson	\$44,122	0.000%	0.250	\$11,031	
33	Accounting Technician	Vacant	\$59,873	0.000%	0.750	\$44,905	
34	Services Assistant	Suiter	\$46,528	0.000%	0.500	\$23,264	
35			\$0	0.000%	0.000	\$0	
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	
42	Subtotal CMS/Administration Salaries						\$125,027
43	CMS/Administration Benefits						54,388
44	Total CMS/Administration FTE 2						
45	Total CMS/Administration Salaries						\$179,415
	Operating Costs						
46	Communications, Postage, Reprographics						\$8,500
47	Consultation, Professional Services						
48	Equipment Cost equal to or greater than \$500 per Unit						\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies						\$10,203
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities			
		\$1.34	3248.00	\$6,570.00			
51	Insurance						\$3,781
52	Library Purchases, Membership Dues, Subscriptions						\$2,100
53	Recruitment Costs						\$0
54	Temporary Help						\$0
55	Training without Associated Travel Costs						\$5,775
56	Travel						\$2,000
57	Indirect Costs (Indirect Costs/Base) - 15% maximum						\$40,928
58	Base = Salaries & Benefits ((29)+[45])						\$805,926
59							\$0
60							\$0
61	Total CMS/Administration Operating Costs						\$76,523
62	Total CMS/Admin ((45)+[61])			% Budget	24%	\$255,938	
Line #	C. Waived Services						
63	Total Waived Services			% Budget	17%	\$180,231	
Line #	D. Total Budget Amounts						
64	Fiscal Year 2014-2015 ((29)+[62]+[63])						\$1,062,680

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.
McCall, Robin	Site Director	May 28, 2015	<input checked="" type="checkbox"/>

Approved by: 
 For CDA Use Only.
 Analyst Signature

JUNE 08, 2015
 Date

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), Exhibits A, B, C, D, E and any subsequent amendments, unless otherwise provided in this Article.
- B. In the event of any inconsistency between the articles, attachments, or provisions which constitute this Agreement, the following order of precedence shall apply:
1. General terms and conditions, Exhibit C
 2. Scope of Work, Exhibit A
 3. Special terms and conditions, Exhibit D
 4. Exhibits B, E
 5. All other documents incorporated herein by reference
- C. In the event of conflict between the provisions set forth in this Agreement as defined in Paragraph A, and any Program Memo or other correspondence, the provisions in this Agreement shall prevail.
- D. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
- E. "Health Services" and "DHCS" mean the Department of Health Care Services.
- F. "Contractor" means the governmental or nonprofit entity contracted with CDA to provide MSSP Waiver services to eligible Medi-Cal beneficiaries on behalf of DHCS pursuant to an Interagency Agreement between DHCS and CDA.
- G. "Subcontractor" means the legal entity that receives funds from the Contractor to provide waiver services identified in this Agreement. Subcontract means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract (including those Agreements formerly known as Vendor Agreements), that provides for the provision of goods or services under this Agreement.
- H. "Data Universal Numbering System (DUNS) number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.
- I. "Reimbursable item" also means "allowable cost" and "compensable item."
- J. "Manual" means the Multipurpose Senior Services Program (MSSP) Site Manual, dated July 1, 1992, and all subsequent amendments and revisions.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- T. "Purchased Waiver Services" means goods and services approved for purchase under Title XIX of the Social Security Act, 1915(c) Home and Community Based Waiver authority. The list of MSSP Purchased Waiver Services is included in Exhibit D, Article I, Section W.
- U. "MSSP Waiver Slot" means a position, whether vacant or filled, which is funded according to a contractor's site budget and allocated for a Participant during a given month.
- V. "Coordinated Care Initiative" (CCI) means Coordinated Care Initiative enacted in California in July 2012 through SB 1036 and SB 1008.
- W. Additional definitions specific to contractors operating under the CCI model.
 - 1. "Member" means any person who is enrolled with the PLAN(S) and receives benefits from the PLAN(S).
 - 2. "PLAN(S)" is an independent organization contracted directly with the DHCS to implement the CCI. PLAN(S) contract with MSSP providers to provide Medi-Cal covered benefits to Medi-Cal beneficiaries who are enrolled with the PLAN(S).

Multipurpose Senior Services Program Waiver Participants qualify under the following Medi-Cal Aid codes:

1. CASH GRANT

<u>AID</u> <u>CODE</u>	<u>PROGRAM</u>	<u>DEFINITION</u>
10	AGED	SSI/SSP Aid to the Aged – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons age 65 or older.
20	BLIND	SSI/SSP Aid to the Blind – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy blind persons of any age.
60	DISABLED	SSI/SSP Aid to the Disabled – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons who meet the federal definition of disability.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

64 DISABLED Aid to the Disabled-Medically Needy – Persons who
 MN meet the federal definition of disability and do not
 wish or are not eligible for a cash grant, but are
 eligible for Medi-Cal only. No Share of cost required
 of the beneficiaries.

4. MEDICALLY NEEDED, SHARE OF COST

AID PROGRAM DEFINITION
CODE

***17 AGED-MN Aid to the Aged-Medically Needy, Share of cost – See
 SOC Aid Code 14 for definition of AGED-MN. Share of
 cost is required of the beneficiaries.

***27 BLIND-MN Aid to the Blind-Medically Needy, Share of cost –
 SOC See Aid Code 24 for definition of BLIND-MN.
 Share of cost is required of the beneficiaries.

***67 DISABLED Aid to the Disabled-Medically Needy, Share of Cost
 MN-SOC See Aid Code 64 for definition of Disabled-MN. Share
 of cost is required of the beneficiaries.

***NOTE: As a result of the implementation of the In-Home Supportive Services (IHSS) Plus waiver, the special program codes of 1F, 2F, and 6F that were paired with the 17, 27, and 67 aid codes are no longer valid Medi-Cal aid codes as of November 1, 2005. MSSP sites are only required to serve Waiver Participants with the aid codes of 17, 27, or 67 who were active as of November 1, 2005 or were subsequently re-determined into aid codes 17, 27, or 67.

5. AGED AND DISABLED FEDERAL POVERTY LEVEL PROGRAM

1H AGED Aged persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this new program, those recipients with a Share of Cost of \$1 to \$326 will be given full scope, no Share of Cost Medi-Cal.

6H DISABLED Disabled persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this program,

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

psychosocial and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities. Eligible Waiver Participants are those who:

- Need, but do not have, a caretaker available during the day
- Are isolated and in need of social stimulation
- Need a protective setting for social interaction
- Need psychological support to prevent institutionalization

Care in adult day support centers will be provided when specific therapeutic goals are stipulated in the Waiver Participant's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature.

2. **Adult Day Care (1.1):** Will be provided to MSSP Waiver Participants who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the Waiver Participant's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons 18 years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The DSS licenses these centers as community care facilities.
3. **Housing Assistance (2.2, 2.3, 2.4, 2.5 and 2.6):** These services are necessary to ensure the health, welfare, and safety of the Waiver Participant in his or her physical residence or home setting. As specified in the Waiver Participant's plan of care, services may include provision of physical adaptations and assistive devices, emergency assistance in situations which demand relocation and assistance to restore utility service. Housing Assistance services include:
 - a. **Minor Home Repairs and Maintenance (2.2):** Minor Home Repairs do not involve major structural changes or repairs to a dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails, items above what is covered by the State Plan, and installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible Waiver Participants are those whose health and/or safety or independence

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- c. **Emergency Move (2.4):** Involves facilitating a smooth transition from one living situation to another. Eligible Waiver Participants are those who, due to loss of residence or the need for a change in residence, require assistance with relocation. Services may be provided by moving companies or other individuals who can guarantee the safe transfer of the Waiver Participant's possessions. Activities may include materials and labor necessary for such moves.
 - d. **Emergency Utility Service (2.5):** Allows for payment of utilities only when the Waiver Participant has no other resources to meet this need. Additionally, the Waiver Participant must be at risk to receive a shut-off notice and the potential shut off of utility services would place the health and safety of the Waiver Participant in jeopardy.
 - e. **Temporary Lodging (2.6):** Allows for payment of hotel or motel lodging for those Waiver Participants, usually from rural areas, who must travel long distances and stay overnight for medical treatments not available in their home area. Lodging rates shall not exceed State per diem limits; these limits vary depending on geographic area.
4. **Supplemental Chore (3.1):** Is for purposes of household support and applies to the performance of household tasks rather than to the care of the Waiver Participant. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the Waiver Participant does not live in a Residential Care Facility for the Elderly (RCFE). Waiver Participant instruction in performing household tasks and meal preparation may also be provided.

This service is for purposes of household support for those services above and beyond those available through the State Plan. Examples include:

- a. The MSSP Waiver Participant has not yet been assessed for IHSS, and needs services in the interim until IHSS services can be arranged
- b. The regular IHSS provider is not available, and IHSS cannot provide a substitute

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

otherwise available under the State Plan. Refer to MSSP Site Manual Chapter 3 for a list of criteria.

7. **Supplemental Protective Supervision (3.7):** Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility, e.g., Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the Waiver Participant's home to assess a medical situation during an emergency (e.g., natural disaster). Waiver Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.

8. **Care Management:** Assists Waiver Participants in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the Waiver Participant's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of Waiver Participant level of care and the monthly review of plans of care.
 - a. **Site-Provided Care Management (50):** The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating and monitoring a package of long-term care services for community-based Waiver Participants with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of nurse care manager and social work care manager; these professionals may be assisted by care manager aides. The teams are responsible for care management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow-up components of the program. Although the primary care manager will be either a senior services counselor or health practitioner, both professionals will be fully utilized in carrying out the various case management functions. Care records must document all Waiver Participant contact activity each month.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

10. **Respite** (5.1, 5.2): The State's Medicaid Plan does not provide for respite care. By definition, the purpose of respite care is to relieve the Waiver Participant's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a Waiver Participant, while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed in order to cover emergencies and extended absences of the caregiver.

As dictated by the Waiver Participant's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence. Individuals providing services in the Waiver Participant's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the Waiver Participant's plan of care.

11. **Transportation** (6.3 [escort, hour] and 6.4 [one-way trip]): These services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for Waiver Participants who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or escort. These services are in contrast to the transportation service authorized by the State Medicaid Plan which is limited to medical services, or Waiver Participants who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge will be utilized.

Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the older adults and adults with disabilities; private taxicabs where no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to service the elderly and handicapped (e.g., in California, some counties provide reduced fare

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

If oral nutrition supplements (ONS) are to be purchased using waiver service funds, the following actions must occur and be documented in the Waiver Participant record:

- The Nurse Care Manager (NCM) must assess the Waiver Participant's nutritional needs and determine that an ONS is advisable
- The use of home-prepared drinks/supplements did not benefit the Waiver Participant's health
- All other options for payment of an ONS have been exhausted (Waiver Participant, family, etc.)

If all three criteria have been satisfied, an ONS may be purchased initially for a period of three months. If an ONS needs to be continued beyond the three-month timeframe, a physician order must be obtained.

Since an ONS is no longer a covered Medi-Cal benefit for most Waiver Participants, sites are **not** required to submit a TAR or obtain a denial. The physician order must be renewed on an annual basis or as needed.

13. **Protective Services** (8.3, 8.4, and 8.5): These services include protection for Waiver Participants who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed, or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.
- a. **Social Support** (8.3): Includes periodic telephone contact, visiting, or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for Waiver Participant participation in rehabilitation programs; therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the Waiver Participant's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some Waiver Participants' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- a. **Communication/Translation/Interpretation (9.1):** The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions.

For non-English speaking Waiver Participants, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as described in the care plan.

- b. **Communication/Device (9.2):** The rental/purchase of 24-hour emergency assistive services, or installation of a telephone, to assist in communication (excluding monthly telephone charges) for Waiver Participants who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those Waiver Participants who live alone, or who are alone for significant parts of the day, and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

- i. 24-hour answering/paging
- ii. Beepers
- iii. Medic-alert type bracelets/pendants
- iv. Intercoms
- v. Life-lines
- vi. Wander-alerts
- vii. Monitoring services
- viii. Light fixture adaptations (blinking lights, etc.)
- ix. Telephone adaptive devices not available from the telephone company
- x. Other electronic devices/services designed for emergency assistance.

Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the Waiver Participant has no telephone, or for the isolated Waiver Participant who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the Waiver Participant has a medical/health condition

ARTICLE II. ASSURANCES (Continued)

The Contractor shall, unless exempted, ensure compliance with the requirements of GC 11135-11139.5, and 22 CCR 98000 *et seq.* of which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR 98323] [Chapter 182, Statutes of. 2006]

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

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties.
2. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CDA and such conflict may constitute grounds for termination of the Agreement.
3. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

ARTICLE II. ASSURANCES (Continued)

3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 U.S.C. 1857]
2. Clean Water Act, as amended [33 U.S.C. 1368]
3. Federal Water Pollution Control Act, as amended [33 U.S.C. 1251 *et seq.*]
4. Environmental Protection Agency Regulations [40 CFR, Part 15 and Executive Order 11738]
5. Public Contract Code Section 10295.3

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR §92.35]
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification

ARTICLE II. ASSURANCES (Continued)

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement.
2. The Contractor must keep the DUNS number and related updates on the website to be viewed at: <https://www.sam.gov/portal/SAM/#1>
3. The Contractor shall review all DUNS information annually to ensure it is up to date.
4. If CDA cannot access the Contractor's DUNS information related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). The Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
3. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to

ARTICLE IV. COMMENCEMENT OF WORK

The Contractor shall not begin work in advance of receipt of the approved contract. If the contract is not approved and the Contractor has begun work, the Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. The State has no legal obligation unless and until the contract is approved.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program, including issues that arise out of any subcontracts and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement

ARTICLE VI. RECORDS (Continued)

shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.

The Contractor shall maintain a reconciliation of the "FINAL ACCOUNTING RECONCILIATION" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers.

- B. All such records must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or DHCS' Audit Branch; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement or by Sections B and C of this Article; or (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A. The Contractor shall ensure that any resource directories and all Waiver Participant records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as directed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by DHCS under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- F. The Contractor agrees that CDA or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. The Contractor further agrees to maintain such records

ARTICLE VII. PROPERTY (Continued)

and computer software. By contrast, hardware consists of tangible equipment (e.g., computer, printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- E. The Contractor shall keep track of property purchased with funds from this agreement, and submit to CDA, annually with the Closeout Report, in electronic form, a cumulative inventory of all property furnished or purchased by the Contractor or a subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version (Excel) of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), to report property to the Department, unless otherwise directed by the Department.

The Contractor shall record the following information when property is acquired:

1. Date acquired
2. Item description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)
5. Purchase cost or other basis of valuation
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or a subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.

ARTICLE VII. PROPERTY (Continued)

- N. The Contractor or Subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts issued under this Agreement.
- Q. Property, for the purpose of this Agreement, does not include any equipment or supplies acquired utilizing Waived Services funds on behalf of MSSP Waiver Participants.
- R. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or Subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, administrative processes, fiscal data, and procurement components. This will include policies, procedures and procurement audits, and inspections of project premises, as appropriate, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any administrative, program, and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct or/and material effect on each of its major programs.

ARTICLE X. AUDIT (Continued)

- D. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act.
- E. CDA and DHCS shall have access to all audit reports of contractors and have the option to perform audits and/or additional work, as needed.
- F. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- G. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- H. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- I. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.
- J. The Contractor agrees that CDA, DHCS, the Department of General Services, the California State Auditor, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required and until after CDA's Audit Branch has completed an audit. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
- K. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by CDA in cases of higher than usual risks.

ARTICLE XI. INSURANCE (Continued)

- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, workers' compensation liabilities, and if appropriate, auto liability including non-owned auto and/or professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor and CDA harmless. The Subcontractors' Certificate of Insurance for general and auto liability shall also have the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance referencing this Agreement Number shall be submitted to the Department with this Agreement.
- I. The Contractor shall be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

ARTICLE XII. TERMINATION AND TRANSITION PLAN

A. Termination

1. Termination Without Cause

The State may terminate performance of work under this Agreement, in whole or in part, without cause if the State determines that a termination is in the State's interest. The State may terminate the Agreement upon ninety (90) days' written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

- i. Commission of an act of bankruptcy
- j. Debarment or suspension of relevant license or certificate
- k. Material change in the Contractor's organizational structure
- l. The Department determines that the Contractor may be considered a "high risk" agency as described in 45 CFR §92.12 for local government and 45 CFR §74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions

3. Voluntary Termination by Contractor

The Contractor shall give the Department written Notice of Intent to Terminate at least 180 days prior to the proposed effective date of termination (this is only applicable in cases of voluntary termination). The notice shall include the reason for such action and the anticipated last day of work. Upon receipt of such notice, the Department will work with the Contractor to transition the program and terminate the Agreement. Without such notice, the Contractor does not have the authority to terminate the Agreement.

4. The Contractor's Obligations

After the Department's Notice of Termination or the Contractor's Notice of Intent to Terminate, and except as directed by the Department, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

- a. Take immediate steps to ensure the health and safety of Waiver Participants in the MSSP program managed by the Contractor. Contractor agrees to refer MSSP Waiver Participants to other local resources.
- b. Maintain staff to provide services to Waiver Participants during the course of Waiver Participant transition.
- c. Deliver updated Waiver Participant records to the subsequent MSSP Contractor or as directed by CDA.

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

- d. A plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals.
 - e. A plan to evaluate the health and safety of Waiver Participants in order to assure appropriate placement.
 - f. A plan to transfer confidential Waiver Participant records to a new contractor or care management agency
 - g. A plan to maintain adequate staff to provide continued care to MSSP Waiver Participants through the term of the Contract
 - h. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract
 - i. Additional information as necessary to effect a safe transition of Waiver Participants to other MSSP or community care management programs
2. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
3. If the Contractor fails to provide and implement a transition plan as required by Section B of this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.
4. Phase-out Requirements
- Phase-out for this Contract will:
- a. Consist of the processing, payment and monetary reconciliation necessary to pay claims for Waiver Services.
 - b. Consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to Waiver Participants pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS (Continued)

- B. The State reserves the right to revise or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the Contractor's letterhead.
- C. A change in a contractor's Site Director requires that a notice be addressed to the MSSP Branch Manager. This notice shall be on the Contractor's letter head, and must include the new Director's qualifications, as outlined in the MSSP Site Manual, Chapter 2.
- D. All other notices with the exception of those identified in this Article shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Branch, 1300 National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- E. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall upon request from CDA, submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor agrees to provide ongoing education and training, at least annually, for all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees and subcontractors will complete the Security Awareness Training module located on the Department's website, www.aging.ca.gov within thirty (30) days of the start date of this Agreement or within thirty (30) days of the start date of any new employee or subcontractor. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If Internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. The Contractor shall maintain documentation of training and education provided to their staff and/or subcontractors.
3. All employees, volunteers and subcontractors who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

- d. Under this Agreement, the Contractor is the Business Associate of DHCS/CDA and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS/CDA and uses or discloses PHI.
 - e. DHCS/CDA and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
 - f. The purpose of the Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
 - g. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.
2. Permitted Uses and Disclosures of PHI by Business Associate
- a. Except as otherwise indicated in this Article, Business Associate may use or disclose PHI only to perform functions, activities, or services specified in this Agreement, for, or on behalf of DHCS/CDA, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS/CDA.
 - b. Except as otherwise indicated in this Article, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - c. Use PHI to provide data aggregation services to services to DHCS/CDA. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS/CDA with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS/CDA.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

DHCS/CDA health plans; or those records used to make decisions about individuals on behalf of DHCS/CDA.

- f. Make any amendment(s) to PHI that DHCS/CDA directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHCS/CDA.
- g. Make Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from DHCS/CDA, or created or received by Business Associate on behalf of DHCS/CDA, available to DHCS/CDA or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS/CDA or by the Secretary, for purposes of determining DHCS/CDA's compliance with the HIPAA regulations.
- h. Document and make available to DHCS/CDA or (at the direction of DHCS/CDA) to an individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- i. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach, or unauthorized use or disclosure of PHI.
- j. Train and use reasonable measures to ensure compliance with the requirements of the Article by employees who assist in the performance of functions or activities on behalf of DHCS/CDA under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of the Article, including termination of employment.
- k. Comply, where applicable, with the DHCS HIPPA Business Associate Addendum, herein incorporated by reference:
<https://www.aging.ca.gov/ProgramsProviders/MSSP/>

1) Business Associate/MSSP Site will immediately upon discovery of any suspected security incident notify by telephone and email the DHCS and CDA contacts/units identified below:

- CDA MSSP Operations Manager

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

4. Obligations of DHCS/CDA

DHCS/CDA agrees to:

- a. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices:
<http://www.dhcs.ca.gov/services/ccs/Pages/HIPAA.aspx>
- b. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- c. Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS/CDA has agreed to, in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS/CDA.

5. Audits, Inspection and Enforcement

From time to time, DHCS/CDA may inspect the facilities, systems, books, and records of Business Associate to monitor compliance with this Agreement and this Article. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DHCS/CDA Privacy Officer in writing. The fact that DHCS/CDA inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, and procedures does not relieve Business Associate of its responsibility to comply with this Article, nor does DHCS/CDA's:

- a. Failure to detect or
- b. Detection, but failure to notify the Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitutes acceptance of such practice or a waiver of DHCS/CDA's enforcement rights under this Agreement.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

- Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- b. The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS/CDA's request, Business Associate agrees to promptly enter into negotiations with DHCS/CDA concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DHCS/CDA may terminate this Agreement upon 30 days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by DHCS/CDA pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS/CDA in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- c. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS/CDA at no cost to DHCS/CDA to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS/CDA, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- d. Nothing express or implied in the terms and conditions of this Article is intended to confer, nor shall anything herein confer, upon any person other than DHCS/CDA or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not spend or encumber funds covered by this Agreement on research or publications; or any activities, staff, products, or materials, including analysis and services, supporting research, and publications, unless expressly authorized by the terms of this Agreement. The Contractor shall not publish any document or materials produced or resulting from activities supported by this Agreement unless the copy of the final draft for publication has been sent to the Director of CDA, for approval, at least 60 days before it is to be printed.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. The State may use, duplicate, or disclose in any manner and have or permit others to do so, subject to State and federal law, all subject data delivered under this Agreement.
4. Materials published by or transferred to the Contractor shall: (a) contract from the California Department of Aging; (b) give the name of the state "The materials or product were a result of a project funded by an entity the address, and telephone number at which the supporting data is available"; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging, and that the publication may not be based upon or inclusive of all raw data."

ARTICLE XX. REPORTS

- A. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:
 1. Quarterly Status Reports
 - a. Reports are due no later than the 30th of the month, following the close of the quarter unless otherwise specified by CDA.

ARTICLE XX. REPORTS (Continued)

- b. Facility and equipment
- c. Emergency care
- d. Availability of care
- e. Waiver Participant satisfaction
- f. MIS operations
- g. Administrative procedures
- h. Database
- i. Possible noncompliance with this Agreement
- j. Fiscal year closeout

3. Fiscal Closeout Reports

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package which must include the following documents:

- a. Final Accounting Reconciliation
- b. Closeout Budget
- c. Fiscal Summary Report for the State
- d. Report of Property Furnished/Purchased with Agreement Funds (cumulative CDA 32)
- e. Copy of any Request to Dispose of Property (CDA 248)

CDA will transmit specific closeout instructions, including the Closeout Report due dates.

4. Monthly Active Waiver Participant Count

Reports are due on the 5th of each month, unless otherwise specified by CDA.

B. The Contractor, at its discretion, may at any time prepare and submit reports and correspondence to CDA summarizing problems and concerns.

C. ADDITIONAL REPORTING PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE CCI MODEL

- 1. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:
 - a) Payment Detail from PLAN(S) as requested.
 - b) Upon request, the Contractor agrees to furnish PLAN(S) with the following:

**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		