

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 7/21/16

Departmental Concurrence

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

316



**FROM:** Office on Aging

**SUBMITTAL DATE:**  
 July 5, 2016

**SUBJECT:** Ratification of FY 2016/17 Standard Agreement No. MS-1617-24 between California Department of Aging and the County of Riverside for the Multi-Purpose Senior Services Program administered by the Office on Aging. [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 the Chair to execute FY 2016/17 Standard Agreement No. MS-1617-24 between California Department of Aging (CDA) and the County of Riverside for the Multi-Purpose Senior Services Program (MSSP) administered by the Office on Aging (OoA) in the amount of \$1,062,680 for the period of July 1, 2016 to June 30, 2017;
2. Authorize the Office on Aging Director, based on the availability of funding, to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel; and
3. Return four (4) original Standard Agreements to the Office on Aging for further processing.

(Continued on Page 2)

*Anna L. Martinez*  
 Anna L. Martinez  
 Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,062,680	\$ 0	\$ 1,062,680	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Federal 50%, State 50%				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2016/17	

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

APPROVE

BY: *Lani Sioson*  
 Lani Sioson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-48

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Ratification of FY 2016/17 Standard Agreement No. MS-1617-24 between California Department of Aging and the County of Riverside for the Multi-Purpose Senior Services Program administered by the Office on Aging. [Districts: ALL] [Total Cost: \$1,062,680] [Source of Funds: Federal 50%, State 50%].

**DATE:** July 5, 2016

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

Annually, the County of Riverside enters into an agreement with the California Department of Aging. Office on Aging administers the funds provided under this Standard 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. Individuals 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 MSSP care managers communicate, collaborate, and coordinate with the client, 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 client to continue their independence by remaining at home and reduce the risk of premature or inappropriate institutionalization.

This agreement reflects the current contract from California Department of Aging and could be subject to modifications based on the State's final legislative process. The term of this agreement is 12 months, July 1, 2016 – June 30, 2017.

**Impact on Citizens and Businesses**

There is an unprecedented growth of individuals over the age of 65 in the County of Riverside. This performance-based contract serves up to 248 clients. Since the program's inception in 1999, MSSP has assisted frail older adults (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 2016/17 Standard Agreement No. MS-1617-24 between California Department of Aging and the County of Riverside for MSSP is for a total amount of \$1,062,680. Office on Aging has submitted the funding for this program in the FY 2016/17 Recommended Budget; therefore, no budget adjustment is needed.

There is no impact to County General Funds and OoA is not requesting any additional matching requirements.

**ATTACHMENTS:**

- A. **Standard Agreement between California Department of Aging and County of Riverside**

AGREEMENT NUMBER <b>MS-1617-24</b>
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, 2016 Through June 30, 2017

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  | 9 page(s)    |
| Exhibit C* – General Terms and Conditions   | GTC 610      |
| Check mark one item below as Exhibit D:   |              |
| <input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) |              |
| <input checked="" type="checkbox"/> Exhibit - D* Special Terms and Conditions                                 | AGING-MS-716 |
| Exhibit E – Zip Codes   | 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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)  
 COUNTY OF RIVERSIDE, Office on Aging

BY (Authorized Signature)

DATE SIGNED (Do not type)

*[Signature]*

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)

*[Signature]*

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 General Services Use Only

Exempt per:

FOR IMPROVED COUNTY COUNSEL BY NEAL R. KIPNIS DATE

**SCOPE OF WORK**

**ARTICLE I. CONTACT INFORMATION**

1. Contractor agrees to provide to the California Department of Aging, services under Agreement No. MS-1617-24 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) 867-3878
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: Anna L. Martinez
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: Annamartin@co.riverside.ca.us

**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

**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 sixty-five (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 thirty (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 2016-17**

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

the Waiver. The care management team shall determine Waiver Participant eligibility based on the criteria specified in the MSSP Site Manual. This team shall work with the Waiver Participant throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

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

**B. Care Plan**

1. The Contractor's Care Management Team shall perform the MSSP Waiver Participant's assessments and work with the MSSP Waiver Participant, family, PLAN(S), and others to develop a care plan covering the full range of required psycho-social and health services. The Care Management Team shall continue to work with the MSSP Waiver Participant to assure that the Waiver Participant is receiving and benefiting from the services and to determine if modification of the care plan is required.
2. Such MSSP subcontracts shall specify terms and conditions and payment amount and shall assure that subcontractors shall not seek additional or outstanding unpaid amounts from the MSSP Participant or the PLAN(S).

**C. Purchased Waiver Services**

The Contractor may purchase MSSP Purchased Waiver Services when necessary to support the well-being of a MSSP Waiver Participant.

1. Prior to purchasing services, the Contractor shall verify, and document its efforts, that alternative resources are not available (e.g. family, friends and other community resources). Approved Purchased Waiver Services are listed and defined in the MSSP Site Manual.
2. The Contractor may either enter into contracts with subcontractors to provide Purchased Waiver Services or directly purchase items through the use of a purchase order.

**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

**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

**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

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

6. Care Plan, Progress Notes, and Service Planning and Utilization Summary (SPUS)
7. Waiver Participant monthly progress notes and other Waiver Participant-related information (e.g., correspondence, medical/psychological/social records, service delivery verification)
8. Denial or discontinuance letters (Notice of Action)
9. Termination Documents
10. Fair Hearing documentation

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

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

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.
2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:
  - a. Waiver Participant name, MSSP Waiver Participant number, Medi-Cal Aid Code, county code, Medicare and Social Security numbers, birth date, level of care, emergency contact information, physician information, and demographic information
  - b. Tracking of waiver services and costs
  - c. Enrollment and termination dates
  - d. Provider Index Report
3. Accommodate State-required changes in MIS procedures which may be necessary from time to time.
4. Generate reports as required by the State.
5. Submit to CDA by the 5<sup>th</sup> of the month, the end-of-month Waiver Participant count for the preceding month. The end-of-month Waiver Participant count consists of the number of Waiver Participants actively



**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

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

enrolled in MSSP on the last (business) day of the reporting month. This does not include Waiver Participant cases closed (or terminated) during the reporting month.

6. Verify all service data within ninety (90) calendar days of the date of service. The Contractor shall submit this data to CDA by the 5<sup>th</sup> calendar day of the following month ninety-five (95) 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 one hundred percent (100%) 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 ninety-five percent (95%) of the number of budgeted waiver slots for more than three (3) 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:

- (i) Number or proportion of persons with limited English-Proficiency (LEP) eligible to be served or encountered by the program.

**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- (ii) Frequency with which LEPs come in contact with the program.
- (iii) Nature and importance of the services provided.
- (iv) Local or frequently used resources available to the Contractor.

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

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

2. Provision of Services

- a. The Contractor shall take reasonable steps based upon the group-needs assessment identified in section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 98211]
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - (i) Interpreters or bilingual providers and provider staff
  - (ii) Contracts with interpreter services

**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

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

- (iii) Use of telephone interpreter lines
    - (iv) Sharing of language assistance materials and services with other providers
    - (v) Translated written information materials, including, but not limited to, enrollment information and descriptions of available services and programs
    - (vi) 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]

**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

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

- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
  - c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]
4. Notice to Eligible Beneficiaries of Contracted Services
- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
  - b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 *et seq.* [22 CCR 98326]
  - c. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [22 CCR 98211, 98310, 98340]

**H. Emergency Preparedness**

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

**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:
  - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider
  - b. Techniques to obtain vital information from older individuals who require emergency assistance
  - c. Written emergency procedures for all staff that have contact with older individuals
5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.
6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.

I. Other Provisions

1. 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 a notice of termination to a Waiver Participant prior to terminating the Participant from the MSSP and shall reference the MSSP Site Manual to determine how many days' notice are required based on the type of termination code that is used.
3. The Contractor shall administer a subcontractor appeal and adjudication process. The subcontractor appeal and adjudication process must be included in all subcontracts. This process shall assure fair consideration and disposition of subcontractor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor. The Subcontractor has no right of appeal to CDA.
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

**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

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

- 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.
  7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Chief Manager within thirty-five (35) days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

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

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

The Contractor shall maintain and operate an MIS at its site for submission of encounter data to PLAN(S), consistent with Exhibit A, Article IV., Section H, Encounter Data Submission.

**B. Notice Requirements**

The Contractor shall be responsible for providing written notice to PLAN(S) as follows:

1. Within five (5) business days after the following occurrences:
  - a) Disenrollment of a MSSP Waiver Participant from MSSP due to death, relocation, or voluntary disenrollment.
  - b) Enrollment in the MSSP Waiver of a PLAN Member who was not referred by PLAN(S).
  - c) Referral of a PLAN(S) Member to MSSP by non-PLAN(S) sources.
  - d) Determination by the Contractor that an MSSP Applicant referred by the PLAN(S) is ineligible for enrollment in MSSP.
  - e) Placing PLAN(S) Member on a wait list.
  - f) Enrollment of a PLAN(S) Member MSSP Applicant from the wait list to MSSP.
  - g) Change of the Contractor ownership or legal name.
  - h) Transition of MSSP Waiver Participants to another Contractor and location.
  - i) Denial or discontinuation of services.
2. Within thirty-five (35) days of relocation of a MSSP site.

**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

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

3. Within one hundred and eighty (180) days prior written notice to PLAN(S) of termination of the Contractor's agreement with PLAN(S).
4. Within thirty (30) days written notice to State of California prior to termination of the Contractor's Agreement with PLAN(S).

**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.

**Scope of Work – Exhibit A from MSSP  
Multipurpose Senior Services Program 2016-17**

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

**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.

**H. Encounter Data Submission**

1. The Contractor shall submit monthly to PLAN(S) zero-cost electronic encounter data for all MSSP Waiver Services rendered to MSSP Waiver Participants.
2. The Contractor shall submit all encounter data within three (3) months from the end of the month that service was provided.



Site Name	County of Riverside, Office on Aging		Site Number	24	Date Submitted to CDA-MSSP	22-Mar-16
<b>Fiscal Year 2016-17</b>						
<b>A. Care Management</b>						
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
1	NCM	Gillham	68149	0.000%	0.500	\$34,075
2	NCM	Alegado-Payne	80224	0.000%	0.240	\$19,254
3	NCM	Quisido	61001	0.000%	1.000	\$61,001
4	SWCM	Dawson	77587	0.000%	1.000	\$77,587
5	SWCM	Mopera	77587	0.000%	1.000	\$77,587
6	SWCM	Gil	77587	0.000%	1.000	\$77,587
7	SWCM	Rodriguez	79147	0.000%	1.000	\$79,147
8	SWCM	Rugala Persicone	64187	0.000%	0.760	\$48,782
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						\$475,019
Care Management Benefits						\$211,178
28	Total Care Management(CM) FTE 6.5					
29	Total Care Management			% Budget	65%	\$686,197
<b>B. Care Management Support/Administration</b>						
<b>Salaries</b>						
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
30	Site Director	McCall	96686	0.000%	0.250	\$24,172
31	Site Supervisor	McCall	96686	0.000%	0.250	\$24,171.50
32	Office Assistant	Maria Villegas-Ferguson	45760	0.000%	0.190	\$8,694.40
33	Accounting Technician	Jallow	41423	0.000%	0.500	\$20,711.50
34	Services Assistant	Suiter	47650	0.000%	0.500	\$23,825.00
35			0	0.000%	0.000	\$0.00
36			0	0.000%	0.000	\$0.00
37			0	0.000%	0.000	\$0.00
38			0	0.000%	0.000	\$0.00
39			0	0.000%	0.000	\$0.00
40			0	0.000%	0.000	\$0.00
41			0	0.000%	0.000	\$0.00
42			0	0.000%	0.000	\$0.00
Subtotal CMS/Administration Salaries						\$101,573.90
CMS/Administration Benefits						\$45,894.00
44	Total CMS/Administration FTE 1.69					
45	Total CMS/Administration Salaries					\$147,467.90
<b>Operating Costs</b>						
46	Communications, Postage, Internet					\$5,828.00
47	Consultation, Professional Services					\$0.00
48	Equipment Cost equal to or greater than \$500 per Unit					\$0.00
49	Equipment, Maintenance & Rental Costs; Office Supplies					\$1,636.00
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities		\$3,876.16
		\$1.34	1624.00	\$1,700.00		
51	Insurance					\$8,885.00
52	Library Purchases, Membership Dues, Subscriptions					\$2,100.00
53	Recruitment Costs					
54	Temporary Help					
55	Training without Associated Travel Costs					
56	Travel					\$3,150.00
57	Indirect Costs (Indirect Costs/Base) - 15% maximum				3%	\$23,309.00
58	Base = Salaries & Benefits ((29)+(45))					\$833,665
59						\$0.00
60						\$0.00
61						\$0.00
Total CMS/Administration Operating Costs						\$48,784.16
62	Total CMS/Admin ((45)+(61))			% Budget	18%	\$196,252
<b>C. Waived Services</b>						
63	Total Waived Services			% Budget	17%	\$180,231
<b>D. Total Budget Amounts</b>						
64	Fiscal Year 2016-17 ((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.
Robin McCall	Site Director	March 22, 2016	<input checked="" type="checkbox"/>

For CDA Use Only  
 Approved by: Tayyga Warner  
 Analyst Signature

March 30, 2016  
 Date

**Budget Detail and Payment Provisions – Exhibit B from MSSP  
Multipurpose Senior Service Program 2016-17**

**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 not to exceed twenty-five percent (25%) 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 2016-17**

ARTICLE I. INVOICING AND PAYMENT (Continued)

3. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and the Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.
4. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, the California Department of Health Care Services (DHCS) or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.
5. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
6. Repayment of advances, for the fee for service payment model, will be recovered from claims submitted to the State's Fiscal Intermediary after January 1<sup>st</sup> of each fiscal year and be collected at fifty percent (50%) of each claim submitted until the amount advanced is repaid. The Contractor may at any time be required to repay to DHCS all or any part of the advance.
7. Repayment of advances will be recovered through the Closeout process.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

**Budget Detail and Payment Provisions – Exhibit B from MSSP  
Multipurpose Senior Service Program 2016-17**

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 CDA, 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. [2 CCR 599.615 *et seq.*]

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

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure as determined by DHCS or CDA to be out of compliance with this Agreement; 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 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 2016-17**

**ARTICLE II. FUNDS (Continued)**

publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

- B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and Office of Management and Budget's– Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200]
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
  - 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. [2 CFR § 200.305(b)(9)]
  - 2. The Contractor must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.
    - a. The Contractor receives less than \$120,000 in Federal awards per year.
    - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
    - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-Federal cash resources.

**Budget Detail and Payment Provisions – Exhibit B from MSSP  
Multipurpose Senior Service Program 2016-17**

ARTICLE II. FUNDS (Continued)

- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

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.

**Budget Detail and Payment Provisions – Exhibit B from MSSP  
Multipurpose Senior Service Program 2016-17**

**ARTICLE III. BUDGET AND BUDGET REVISION (Continued)**

- D. The budget shall include the following line items:
1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
  2. Fringe Benefits.
  3. Contractual Costs – subcontract and consultant cost detail.
  4. Indirect Costs.
  5. Rent - specify square footage and rate.
  6. Supplies.
  7. Equipment - detailed descriptions and unit costs.
  8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
  9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.

Other Costs - a detailed list of other operating expenses.

Indirect costs shall not exceed fifteen percent (15%) 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 percent (5%) 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.
- F. The Contractor must obtain prior written approval from CDA to transfer any funds out of the Purchased Waiver Service category.
- G. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

**Budget Detail and Payment Provisions – Exhibit B from MSSP  
Multipurpose Senior Service Program 2016-17**

**ARTICLE IV. DEFAULT PROVISIONS**

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

1. Termination or suspension of this Agreement
2. A finding by the State that the Contractor:
  - a. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement or
  - b. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement or
  - c. Has allocated inventory to this Agreement substantially exceeding reasonable requirements or
  - d. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business
3. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor.
4. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or
5. The commission of an act of bankruptcy.

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

**A. Submission of Claim to PLAN(S)**

The Contractor shall submit a monthly claim to the PLAN(S) as specified in the MSSP site contract with the Managed Care Plan. 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 Contractor number.



**Budget Detail and Payment Provisions – Exhibit B from MSSP  
Multipurpose Senior Service Program 2016-17**

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

**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.

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

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