

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

765



**FROM:** Department of Public Social Services

**SUBMITTAL DATE:**  
November 30, 2010

**SUBJECT:** Approval of Request for Proposal #DPARC-189 to Procure Contractor(s) for In-Home Supportive Services

**RECOMMENDED MOTION:**

That the Board of Supervisors authorizes the Department of Public Social Services (DPSS) to release the attached Request for Proposal (RFP) #DPARC-189 for In-Home Supportive Services for Fiscal Years 2011-2012 through 2013-2014.

**BACKGROUND:**

DPSS Adult Services Division provides In-Home Supportive Services (IHSS) which assist over 17,000 consumers in Riverside County. Of the 17,000 IHSS consumers, an average of 1,200 consumers receives services monthly through a contract service delivery mode. DPSS anticipates the maximum amount of the awarded contract resulting from this RFP to be approximately \$18,000,000.

The goal of the IHSS Program is to enable elderly and/or disabled persons to remain safely in an independent living environment. IHSS services may include household and related chores (laundry,

*Susan Loew*

(Continued – 2 Pages in Total)

Susan Loew, Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 18,000,000	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 3,494,275	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 3,494,275	For Fiscal Year:	11-12

<b>SOURCE OF FUNDS:</b> 44.45% Federal, 36.05% State, 19.41% County Realignment	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
APPROVE	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

*Debra Courmayer*

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: November 30, 2010  
xc: DPSS, Purchasing

Kecia Harper-Ihem  
Clerk of the Board,  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3.48

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD  
 Departmental Concurrence  
 County Purchasing Department  
 Billy B. Covert  
 ep't Recomm.:  
 er Exec. Ofc.:

Policy  
 Policy  
 Consent  
 Consent

**TO: BOARD OF SUPERVISORS**

**DATE: November 30, 2010**

**SUBJECT: Approval of Request for Proposal #DPARC-189 to Procure Contractor(s) for In-Home Supportive Services**

**BACKGROUND (Continued):**

cooking, cleaning and shopping), paramedical services, protective supervision, personal care services (bathing, dressing, bowel and bladder care and feeding) and transportation to medical appointments. This in-home assistance is designed to allow persons to remain in their home rather than be placed in an institutional setting.

Due to the sensitive nature of in-home supportive services to a vulnerable population, DPSS has prepared a carefully constructed Request for Proposal (RFP) to be approved for release by your Board. The RFP has gone through rigorous internal review in order to ensure that necessary and desired outcomes are addressed in the bid process and the forthcoming contract for services. Key outcomes to be addressed through this bid process include: a) client safety, b) timely and quality service delivery, c) quality assurance systems and measurements, and d) refined reporting and billing systems.

To ensure fair competition, DPSS will advertise the RFP through Riverside County Purchasing & Fleet Services Department web site and mail or email to over sixty (60) current and previous contractors, bidders, and other IHSS contacts. DPSS will adhere to the Board of Supervisors Policy number A-18, "Procedures for Contracting for Professional or Personal Services." In addition, the proposals received and identified as "responsive" will be assessed by a diverse group of evaluators from various departments within Riverside County and the IHSS Advisory Committee. These individuals will be selected based on their extensive knowledge and expertise working with the target population and the IHSS Program. Although price will be a key factor, the effectiveness of the proposal, the background and experience of the bidder will also be evaluated in addition to the bid price.

The current IHSS contract expires June 30, 2011. DPSS desires to release this RFP upon Board approval. Upon conclusion of the proposal evaluation and negotiations, DPSS will present the proposed award vendor to the Board for approval in Spring 2011 with the goal of starting the new contract cycle on July 1, 2011.

In order to ensure that IHSS services are available to all eligible individuals in Riverside County, the Director of DPSS requests the Board to authorize DPSS to release the attached RFP #DPARC-189.

**FINANCIAL:** The State has imposed a capped reimbursement rate of \$16.88 an hour for the County IHSS program. Any additional cost proposed above the reimbursement rate would have to be paid with County funding.

**ATTACHMENT:** RFP #DPARC-189

**CONCUR/EXECUTE – County Purchasing & Fleet Services**

SL:PR:clh

**REQUEST FOR PROPOSAL # DPARC-189  
In-Home Supportive Services**



By:  
Mark Whitesell, Procurement Contract Specialist  
Riverside County Purchasing & Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
(951) 955-4937 / (951) 955-3730 (fax)  
Email: [mawhites@riversidedpss.org](mailto:mawhites@riversidedpss.org)  
NIGP Code(s):

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED**

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**EXHIBITS ARE LISTED ON THE FOLLOWING PAGE**

**EXHIBITS**

Exhibit A – Cost Proposal Sheet

Exhibit B – HIPAA Business Associate Agreement

Exhibit C – IHSS Geographic Areas Data Sheet

Exhibit D – All County Letter (ACL) 00-44 (Suspected Elder Abuse)

Exhibit E – All County Letter (ACL) 06-59 (Elder Abuse)

Exhibit F – IHSS Consumer Change Notice (CCN) (DPSS 3865)

Exhibit G – All County Letter (ACL) 10-33 (Provider Enrollment Requirements for Specialized Providers)

Exhibit H – Proposition 36 (Budget Programmatic Changes) with Penal Code Section 654-678 (Felonies)

Exhibit I – Provider/Enrollment Agreement (SOC 426)

Exhibit J – In-Home Supportive Services (IHSS) Provider Enrollment Agreement (SOC 846)

Exhibit K – All County Letter (ACL) 09-54 (Provider Orientation)

Exhibit L – CDSS Manual Letter #SS-06-01 (MPP30-757 through 30-761) (Assessment of Client continuing needs for services)

Exhibit M – Request for Order and Consent – Paramedical Services (SOC 321)

Exhibit N – Interim Authorization for Contract IHSS Services (DPSS 3793)

Exhibit O – CMIPS II – Interface Partner Specifications – County Contractors (CC)

Exhibit P – Proposal Submission Checklist

Exhibit Q – Description of Service Question Sheet

Exhibit R – Required Attachments Checklist

Exhibit S – Organization Data Sheet

Exhibit T – Sample Agreement

**INSTRUCTIONS TO BIDDERS**

Buyer: Mark Whitesell Email: [mawhites@riversidedpss.org](mailto:mawhites@riversidedpss.org)

Visit our Website: [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us)

Telephone: (951) 955-4937

- I. Vendor Registration – Unless stated elsewhere in this document, vendor must register online at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us) with all current Vendor information, to be registered on the County’s database.
- II. Prices/Notations All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- IV. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the RFP closing date. If the County elects to do negotiations that require additional time, the County may request bidder’s prices be firm for an additional period of time to complete negotiations and award the contract.
- V. Recycled Material - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
- VI. Method of Award - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- VII. Other Terms and Conditions – The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the County’s website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) or contact Riverside County Purchasing at the number shown above and request a copy to be faxed or mailed to you.
- VIII. Return of Bid/Closing Date/Return to - The bid response shall be delivered to **Purchasing and Fleet Services, 2980 Washington Street, Riverside, CA 92504 by 1:30 p.m.** on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- IX. Auditing – The Contractor agrees that Riverside, County the State of California, the Federal government, or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of (3) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of Riverside County, the State of California, or the Federal government to audit records and interview staff in any subcontract related to the performance of this contract.
- X. Disabled Veteran Business Enterprise Preference - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor’s portion of the bid.

**IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P**

Please go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) to access these terms and conditions

- |  |   |   |                                  |
|--|---|---|----------------------------------|
| <input checked="" type="checkbox"/> APPENDIX "A" | <input checked="" type="checkbox"/> EXHIBITS A-T      | <input type="checkbox"/> PLANS/DRAWINGS | <input type="checkbox"/> SAMPLES |
| <input type="checkbox"/> #116-110                | Special Conditions/Response                           | <input type="checkbox"/> 116-150        | Special Conditions RFP           |
| <input type="checkbox"/> #116-140                | Special Conditions Personal/Professional Services RFP | <input type="checkbox"/> 116-130        | Equipment Information Sheet      |

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN**

- |                                   |  |                                   |  |
|-----------------------------------|--|-----------------------------------|--|
| <input type="checkbox"/> #116-200 | General Conditions                                 | <input type="checkbox"/> #116-210 | General Conditions Materials and/or Services |
| <input type="checkbox"/> #116-230 | General Conditions - Equipment                     | <input type="checkbox"/> #116-220 | General Conditions - Public Works            |
| <input type="checkbox"/> #116-240 | General Conditions - Personal/Professional Service |                                   |  |

**Proposal Cover Page**

**BIDDER TO COMPLETE ALL APPLICABLE AREAS**

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:

[WWW.PURCHASING.CO.RIVERSIDE.CA.US](http://WWW.PURCHASING.CO.RIVERSIDE.CA.US)

The County of Riverside Purchasing Department on behalf of the Department of Public Social Services is soliciting proposals from qualified firms to provide  
In-Home Supportive Services  
as outlined in Appendix A

Non Mandatory Pre-Bid on: TBD

**BID CLOSING DATE: 1/11/11, no later than 1:30 pm.**

**NO FAXED PROPOSALS WILL BE ACCEPTED**

**After close of this RFP, the award may be announced within 30-120 days.**

**If an addendum is issued for this procurement, it will be the Bidder's responsibility to retrieve all applicable addendum(s) from the Purchasing website.**

**"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."**

Company Name:

Street Address:

Mailing Address:

City: State: Zip:

Remit to Address:

City: State: Zip:

Phone # ( ) FAX # ( )

Vendor Website:

Name: Title:

Signature: Date:

Email:

Please Check  Disabled Veteran

Form #116-100 RFP Form Word

**APPENDIX A****1.0 DEFINITIONS**

Wherever these words occur in this RFP, they shall have the following meaning:

- 1.1. "Addendum" refers to an amendment or modification to the RFP (Request for Proposals).
- 1.2. "APS" refers to the Adult Protective Services program administered by the Department of Public Social Services.
- 1.3. "ASD" refers to the Adult Services Division of the Department of Public Social Services.
- 1.4. "Bid" shall mean the proposal submitted by a Bidder on the Bid Form consistent with the Instructions to Bidders, to complete the Work for a specified sum of money and within a specified period of time.
- 1.5. "Bidder" shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the Work, either directly or through a duly authorized representative.
- 1.6. "Client" refers to the IHSS-authorized person referred by DPSS for in-home supportive services.
- 1.7. "CMIPS II" refers to Case Management, Information, and payroll System. CMIPS II is used statewide to authorize and track benefits of In-Home Supportive Services Clients and providers.
- 1.8. "Consumer Change Notice (CCN)" refers to form which the Contractor uses to communicate with DPSS.
- 1.9. "Contractor" shall mean any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Contractor and Bidder are used interchangeably.
- 1.10. "COUNTY" shall mean the County of Riverside and its Department of Public Social Services. For purposes of this RFP, DPSS and County are used interchangeably.
- 1.11. "County Fiscal Year" shall be defined as July 1 through June 30.
- 1.12. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- 1.13. "Exception population" refers to, but is not limited to, the following:
  - A Client in a hospital, Skilled Nursing Facility (SNF) or other out of home residence, and requires IHSS services in order to return home;
  - A Client who has lost eligibility to the program, but is being erroneously restored;
  - A Client making a change in their service mode [i.e. Individual Provider (IP) to Contract Care] during the transition period;
  - An inter-county transfer (ICT) Client; and/or
  - A Client whose Share of Cost (SOC) has been collected and the transition period effects them mid-month.
- 1.14. "HCW" refers to contracted IHSS Home Care Workers.
- 1.15. "IHSS" refers to the In-Home Supportive Service program.
- 1.16. "Independent Provider" (IP) refers to Providers which provide IHSS services through channels other than this contract, such as In-Home Supportive Services Public Authority.
- 1.17. "MEDS" refers to Medi-Cal Eligibility Data System which is a statewide system which indicating Medi-Cal eligibility and Supplemental Security Income/Supplemental Security Payment eligibility.
- 1.18. "MQs" refers to the minimum qualifications.



- 1.19. "POS" refers to Point of Sale which is a process by which a provider obligates a Client's Share of Cost (SOC) for IHSS.
- 1.20. "QA Coordinator" refers to a contracted employee in each Contractor office who reviews all Administrative personnel files, provider personnel files, and client case files assuring quality case management.
- 1.21. "RFP" shall mean Request for Proposal.
- 1.22. "Service Coordinator" (SC) refers to a contracted employee who serves in a supervisory capacity and is responsible for training, coordinating, and assigning contracted HCWs to assist Clients with their in-home service.
- 1.23. "Service Hour" refers to the basic unit of time (one hour) actually spent by the HCW providing services to the Client.
- 1.24. "Special Services" refers to, but is not limited to, Clients who:
  - Have a durable medical equipment/assistive device;
  - Have a conservator/representative payee;
  - Are severely impaired due to disability;
  - Don't have the awareness of time, place, self and other individuals in one's environment (orientation);
  - Are authorized paramedical services necessary to maintain the Client's health. This usually involves activities invasive to the body and/or requiring special training from a health care provider;
  - Are authorized protective supervision services for observation of and intervention with their active behavior for the purpose of safeguarding the Client from injury, hazard or accident; and/or
  - Require Teaching and Demonstration training when they are capable of learning to perform a task independently with minimal instruction.
- 1.25. "SOC" refers to Share of Cost. Share of Cost is the portion of the cost of IHSS/Medi-Cal cost that the Client is responsible to pay. The SOC is determined by DPSS.
- 1.26. "Teaching and Demonstration" refers to highly-specialized training for HCWs who have been assigned Clients requiring paramedical services/care. Trainings are conducted by a licensed health-care professional and are conducted in the Client's home or DPSS-approved alternative location. HCWs must be trained in each new paramedical service/care for which a Client is authorized prior to serving that Client. If a Client is assigned a new HCW, that HCW must be trained in that service/care for that Client, whether or not they have been trained for that service/care on another Client.
- 1.27. "Unit of Service" is equal to one (1) hour of face to face direct service by a HCW with a client and refers to the all inclusive, aggregate cost necessary to complete the work specified in this proposal. The aggregate cost may include, but is not limited to, all expenses (salary and benefits) for service hours provided by the home care worker directly to the Client, service coordinators, training, travel, overhead and all other support costs directly or indirectly provided to clients as identified in this RFP.

**2.0 PURPOSE/BACKGROUND**

The purpose of this RFP is to obtain In-Home Supportive Services, which is an alternative to out-of home care designed pursuant to the Welfare & Institutions Code (WIC), Section 12300 et seq. and WOC 14132.95 through 14132.98 and the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) 30-700. IHSS provides personal care and home supportive assistance to those eligible

aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance.

Historically, the County has contracted for services for approximately 1,200 Clients to ensure that an alternative to out-of home care for these eligible aged, blind and disabled individuals is available.

### 3.0 SCOPE OF SERVICE

Section 3.1 to 3.11.B.1 is a description of the Scope of Services for this RFP, Bidder must respond to Questions (**Exhibit Q**) to respond to this section. Failure to respond to Exhibit Q may disqualify bidder.

### 3.1 TARGET POPULATION

3.1.1 The In-Home Supportive Services (IHSS) Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without assistance.

3.1.2 Clients referred for services may have a chronic, disabling condition that causes functional impairment that is expected to last at least twelve (12) consecutive months or that is expected to result in death within twelve (12) months and who is unable to remain safely at home without the In-Home Supportive Services, per the California Welfare & Institutions Code 14132.95 (a) (4).

3.1.3 Special Services Clients:

A. DPSS classifies persons receiving the services listed below, but not limited to, as Special Services Clients. These are Clients who:

- Have a durable medical equipment/assistive device;
- Have a conservator/representative payee;
- Are severely impaired due to disability;
- Don't have the awareness of time, place, self and other individuals in one's environment (orientation);
- Are authorized paramedical services necessary to maintain the Client's health. This usually involves activities invasive to the body and/or requiring special training from a health care provider;
- Are authorized protective supervision services for observation of and intervention with their active behavior for the purpose of safeguarding the Client from injury, hazard or accident; and/or
- Require Teaching and Demonstration training when they are capable of learning to perform a task independently with minimal instruction.

B. Blind and/or Disabled Clients will:

- Be identified by DPSS.
- Include notification of specific Client needs through the referral process.

3.1.4 Exception Population:

A. DPSS classifies persons receiving the services listed below, but not limited to, as an Exception Population. This population consists of:

- A Client in a hospital, Skilled Nursing Facility (SNF) or other out of home residence, and requires IHSS services in order to return home;
- A Client who has lost eligibility to the program, but is being erroneously restored;

- A Client making a change in their service mode [ie: Individual Provider (IP) to Contract Care] during the transition period;
- An inter-county transfer (ICT) Client; and/or
- A Client whose Share of Cost (SOC) has been collected and the transition period effects them mid-month.

### 3.2 GEOGRAPHIC SERVICE AREAS

- 3.2.1 Provide IHSS services in all geographic areas within Riverside County that are served by the DPSS Adult Services District Offices, including the City of Blythe; twenty-four (24) hours a day, seven (7) days per week including holidays without interruptions to eligible Clients.
- 3.2.2 Provide a minimum of three (3) office locations, one (1) office in each geographic service area, to serve the determined population in each area. The geographic areas are based on the current number of clients in the area, travel distance, outlined in **Exhibit C** as "East County," "North County" and "South County." **Exhibit C** is attached hereto and incorporated herein by this reference. DPSS reserves the right to modify boundaries if client distribution shifts substantially.
- 3.2.3 The zip codes in the Geographic Service Areas are not all inclusive, but are provided to give a general focus of the cities and unincorporated county areas.
- 3.2.4 The Contractor shall notify DPSS sixty (60) days in advance of any changes or relocations of offices.

### 3.3 ADMINISTRATION

The Contractor shall:

- 3.3.1 Assign staff to be liaison between the Contractor and DPSS.
- 3.3.2 Coordinate with DPSS during district office hours (Monday through Thursday, 7:00 A.M. to 5:30 P.M., excluding County holidays).
- 3.3.3 Provide a "no charge" telephone service (such as an 800 number), staffed by a live person twenty-four (24) hours per day, seven (7) days per week to Clients.
- 3.3.4 Pick up non-emergency referral forms daily from the DPSS offices. Currently, there are three (3) printing offices located in Riverside, Hemet, and Cathedral City, but DPSS reserves the right to change or add locations in the future.
- 3.3.5 Provide all services and Client documents in English and Spanish. In the event a Client's primary language is other than English or Spanish, the Contractor must make available a translator to assist the client.
- 3.3.6 Comply with all applicable State licensing standards, all applicable accrediting standards or any criteria established by the State to assure quality of service as they may now exist, or may be modified or adopted in the future.
- 3.3.7 Provide a written policy and procedure for reporting suspected incidents of elder abuse and neglect, customer grievance, and Client confidentiality; and ensure that staff members who

provide services know how to recognize and report such incidents by having staff sign a training acknowledgement form.

- A. Provide a written Client grievance procedure by which Clients shall have the opportunity to report their grievances and include a method and timeline by which the Contractor will respond to these Client grievances.
- 3.3.8 Report actual and suspected Elder Abuse and/or neglect to Adult Services Division at 1-800-491-7123 within 24 hours of the incident of, or knowledge of, abuse/neglect and follow up with an incident report, SOC 341, as outlined in All-County Letter (ACL) 00-44, **Exhibit D**, and ACL 06-59, **Exhibit E**. **Exhibits D and E** are attached hereto and incorporated herein by this reference.
- 3.3.9 Safeguard Medi-Cal data privacy and security in accordance with California Welfare and Institutions Code Section 14100.2 and 42 Code of Federal Regulations Section 431.3000 et seq., or as required by law.

Subject to contract award, the Contractor would fall under the following:

**HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)**

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.  
All social service privacy complaints should be referred to:

Department of Public Social Services  
HR/Administrative Compliance Services Unit  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

- 3.3.10 Verify that all HCWs report to Clients' homes by tracking their attendance on a daily basis.
- 3.3.11 Maintain the following records for providers providing transportation to Clients:
- A. Proof of valid and current vehicle insurance, and
  - B. Proof of passing a vehicle safety inspection conducted quarterly by Contractor.
- 3.3.12 Utilize DPSS Contract Monitoring Reviews to improve the quality of service delivery.
- 3.3.13 Communicate as needed (daily, weekly, and/or monthly) with the DPSS District Offices regarding the Client's status by utilizing the Consumer Change Notice Form (CCN), **Exhibit F** attached hereto and incorporated herein by this reference.
- 3.3.14 Notify DPSS, in writing or email, in advance of any administrative staffing reductions in order to determine the potential service impacts. Resulting failure to adhere to contract requirements may result in a corrective action.

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3.3.15 Obtain customer satisfaction feedback for continued quality improvement.

### 3.4 HUMAN RESOURCES

The Contractor shall:

- 3.4.1 Document and maintain current job descriptions and performance standards based on job competencies specific to each job classification for all Contractor employees including HCWs. Documents must be complete, signed by both the employee and their immediate Supervisor, and filed in each personnel file folder.
- 3.4.2 Assign one (1) on-site Quality Assurance Coordinator per Contractor office, who is dedicated full-time and exclusively to review all contracted Administrative personnel files, HCW personnel files, and Client case files to assure quality case management and that all required services have been performed as scheduled.
- 3.4.3 The Contractor's SC can not supervise HCW staff in which the total HCW staff exceed 2,900 service hours per month. DPSS requests that the SC only supervise a total staff that provides an average of 2,400 service hours per month.
- A. SCs shall monitor all service delivery by conducting Initial In-Home Visits and thirty- (30) day Home Service Monitoring visits after the initial authorized service start date.
  - B. SCs shall monitor all service delivery by conducting Quarterly Home Service Monitoring visits three (3) months after the thirty (30) day in-home visit and quarterly thereafter.
- 3.4.4 The prevailing goal is to maintain quality and continuity of service for the Client which is defined as having the same HCW each visit, subject to occasional substitutions or changes. Assign a certain percentage of all HCWs in a full-time status. A minimum number of the non- full-time staff must be regular part-time status, which is defined as having an assigned caseload. These part-time employees must have assigned Clients, for whom they provide regularly scheduled services, for a significant period of time (as opposed to transitional or temporary services). If the quality or continuity of service suffers as a result of the full-time/part-time staff ratio, corrective action may be taken.
- 3.4.5 Assign onsite staff to fulfill Human Resource Coordinator duties to include recruiting new HCWs, reviewing criminal background check clearance, conducting reference checks, maintaining personnel files, and ensuring that State requirements are met as outlined in All County Letter (ACL) 10-33, **Exhibit G**, attached hereto and incorporated herein by this reference.
- 3.4.6 Register with the Department of Justice (DOJ) to receive background check clearance and receive subsequent arrest notifications.
- A. Conduct DOJ background checks on all staff and address all subsequent arrest notifications. The Contractor is responsible to provide the DOJ results at no cost to DPSS. Criminal records clearance must be from the State of California Department of Justice (DOJ).
  - B. No employee shall work under the agreement awarded agreement that does not conform to Proposition 36 and Penal Code sections 654-678, **Exhibit H**, attached hereto and incorporated herein by this reference.

- 3.4.7 In addition to DOJ clearance, Contractor must adhere to State guidelines utilizing Form SOC 426 Provider/Enrollment Agreement (**Exhibit I**) and Form SOC 846 In-Home Supportive Services (IHSS) Provider Enrollment Agreement (**Exhibit J**). **Exhibits I and J** are attached hereto and incorporated herein by this reference.
- 3.4.8 Conduct tuberculosis (TB) screenings on all staff. No staff shall have client contact unless they have a current clear test on file.
- 3.4.9 Maintain individual personnel files for each position funded under this program. HCW files and all Administrative personnel files will contain, but are not limited to, the following:
- A. Hire Date and Termination Date;
  - B. Employment Application;
  - C. Three (3) reference checks;
  - D. Background checks on all new employees [criminal records clearance must be from the State of California Department of Justice (DOJ)];
  - E. State Form SOC 426 and Form DFA 842;
  - F. Proof of valid and current automobile insurance;
  - G. Quarterly vehicle inspection for HCW and annual vehicle inspection for Service Coordinators;
  - H. Copy of Employee ID badge;
  - I. Documentation of eligibility to work;
  - J. Tuberculosis testing clearance with dates;
  - K. Employee training (i.e., Orientation, Mandated Reporter, Paramedical, On-the-Job, Bi-annual In-Service, etc.);
  - L. Records of benefits, wages and wage increases;
  - M. Signed statement acknowledging employee read and understood Contractor's policies and procedures; and
  - N. Documentation of Mandated Reporter training upon hire and at a minimum interval of every three years.
- 3.4.10. Maintain a substitute pool of employees at each branch office to provide back-up coverage when the regularly scheduled HCW is unavailable, in order to eliminate interruption of services. DPSS recommends that the Contractor maintain a substitute pool independent from the regular provider pool. If a bidder is unable to maintain a substitute pool independent of the regular provider pool, please include a reasonable proposal of how your company will meet the staffing to cover DPSS IHSS service needs with regular provider staff which meet the qualifications below.

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

- A. Completion of DOJ clearance; and
  - B. Completion of required employee agency orientation; and
  - C. Completion of State Mandated Orientation Requirements; and
  - D. Completion of Adult Protective Services (APS) Mandated Reporter Training; and
  - E. Ten (10) hours of training required for all staff performing in-home care services; and
  - F. A minimum of one (1) year of relevant work experience in the home health care profession (with the Contractor or other service organization); and
  - G. Complete specialized training prior to providing any specialized care such as, but not limited to, Paramedical and Teaching & Demonstration, if appropriate.
- 3.4.11 Comply with all applicable State hiring and employee management standards, as well as all applicable union standards, as they may now exist, or may be modified or adopted in the future.

### 3.5 EMPLOYEE TRAINING

- 3.5.1 Develop a written training curriculum in advance of the training and notify employees and DPSS. The training curriculum and schedule must be submitted with the bid response. State-mandated trainings include:
- A. Orientation as outlined in ACL 09-54, **Exhibit K**, attached hereto and incorporated herein by this reference; and
    - 1. HCWs and SCs must attend and successfully complete mandatory Orientation training prior to their first assignment of Client contact. Orientation training shall include at a minimum, safety and preventing the transmission of Blood-Borne pathogens, and meet State requirements contained in ACL 10-33, **Exhibit G**.
  - B. Mandated Elder Abuse Reporter as outlined in ACL 00-44 and ACL 06-59, **Exhibits D and E**; and
    - 1. Provide training in Elder Abuse reporting to each HCW and have them sign an acknowledgment that they are aware of their responsibility to report actual and suspected abuse of elders.
  - C. Paramedical Training, if appropriate, as outlined in CDSS (California Department of Social Services) Manual Letter #SS-06-01, which contains MPP (Manual of Policies and Procedures) 30-757 through 30-761, **Exhibit L**, attached hereto and incorporated herein by this reference, using form SOC 321 Request for Order and Consent – Paramedical Services, **Exhibit M**, attached hereto and incorporated herein by this reference.
    - 1. Provide Paramedical and Teaching & Demonstration training to HCWs delivering these specific services, prior to the delivery of services to Clients. The training instructor must be a licensed health-care professional, per page 72 of **Exhibit L**, and must submit proof of the training professional's current credentials/license with this bid response.
- 3.5.2 All training sign-in sheets shall contain the Subject of the Instruction, Office Identification ("East County," "North County," and/or "South County"), Instructor's first and last name, Instructor's signature, and the date, start and stop times of the training.
- 3.5.3 Maintain and document attendance of all staff trainings by filing the sign-in sheets for possible review by DPSS.
- 3.5.4 Document and maintain staff training feedback including their training approval percentage to maintain an average approval rate. All feedback information must be filed and made available to DPSS for review, when requested in detail or summary format.

### 3.6 IMPLEMENTATION

- 3.6.1 Upon the awarding of this Agreement, during the transition start-up period, the Contractor agrees to:
- A. Assist DPSS in the orderly intake of referrals, transferred from previous Contractor (if applicable) and orientation of all Clients, including special services clients; and

- B. Deliver services to all Clients as referenced in section 2.0 in all geographic areas currently served in Riverside County; and
- C. Accept, as scheduled, all file information regarding Clients served, without additional cost to DPSS, to ensure an orderly and seamless transition of service to Clients.

### 3.7 SERVICE DELIVERY

#### 3.7.1 The Contractor shall:

- A. Provide services to all IHSS eligible Clients referred by DPSS for all categories of services, as follows:
  - 1. In-Home Supportive Services, pursuant to the Welfare & Institutions Code (WIC), Section 12300 et seq. and WIC 14132.95 through 14132.98 and the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) 30-700 include, but are not limited to the following services:
    - a. Domestic Services;
    - b. Heavy Cleaning;
    - c. Preparation of meals;
    - d. Meal clean-up;
    - e. Laundry services;
    - f. Reasonable food shopping and other shopping errands;
    - g. Bowel and bladder care;
    - h. Respiration limited to non-medical services;
    - i. Feeding;
    - j. Routine bed baths;
    - k. Bathing;
    - l. Oral hygiene;
    - m. Grooming;
    - n. Dressing; repositioning and rubbing skin;
    - o. Skin care;
    - p. Range of motion exercises;
    - q. Assurance of adequate fluid intake;
    - r. Transfer;
    - s. Care of and assistance with prosthetic devices and assistance with self-administration of medications;
    - t. Routine menstrual care;
    - u. Assistance with Ambulation;
    - v. Transportation when the Client's presence is required at the destination and such assistance is necessary to accomplish the travel;
    - w. Yard hazard abatement (light work in the yard);
    - x. Removal of ice, snow or other hazardous substances;
    - y. Protective supervision;
    - z. Teaching and demonstration; and
    - aa. Paramedical services.
  - 2. The Contractor is required to serve all IHSS referred clients.
    - a. Termination of Service requests must exhibit extreme circumstances to be considered and/or approved. DPSS will review any rare requests by the Contractor to terminate services. DPSS must approve all Termination of Service requests, including the categories presented in your RFP



response, as well as the specific Termination of Service request(s), if your company is awarded this contract.

- B. Coordinate referrals from DPSS. Only Clients referred by DPSS will be authorized clients. DPSS will refer clients through the following referral methods:
1. Emergency referral forms will be sent via facsimile by DPSS to the Contractor; and
  2. Non-emergency referral forms will be picked up daily from DPSS offices by the Contractor. Refer to 3.3 Administration section of this RFP for further details.
- C. Contact the Client by phone, or by their listed communication preference, prior to arriving at the Client's home. No surprise visits shall be made to any Client home. The date and time the phone call was made to the client and the date and time of the scheduled appointment should be documented in the notes section on the in-home visit form.
- D. Conduct **Initial In-Home Visit** intake tasks by SC for clients authorized by DPSS to receive services.
1. Conduct an **Initial In-Home Visit** according to the following start-up times prior to the 1<sup>st</sup> day of service for Clients referred by DPSS:
    - a. For **Emergency Services**:
      1. **Within 24 hours** from the FAX'ed date and time of the Interim Authorization for Contract IHSS Services, **Exhibit N**, attached hereto and incorporated herein by this reference.
    - b. For Non-Emergency Services:
      1. Within 5 calendar days from the date on the Interim Authorization for Contract IHSS Services, **Exhibit N**; or
      2. No later than the Beginning Date of Service on the Interim Authorization for Contract IHSS Services, **Exhibit N**.
  2. Conduct key intake tasks:
    - a. Home safety assessments must include, but are not limited to:
      1. Safety issues
      2. Steps leading to resolution
      3. How safety issues are resolved in a timely manner, while provider services are continued, unless provider safety would be a concern
      4. Document final resolution
    - b. Present and explain key contact information to each Client. Collect each Client's signature verifying that all items have been received and reviewed. Key Contact Information must include:
      1. Key Contact Information that must be given for reference to each Client, at a minimum, must contain the following:
        - a. Contractor general phone number

- b. Contractor's specific provider's supervisor name and phone number
  - c. Contractor's administration phone number
  - d. DPSS Social Worker's phone number
  - e. DPSS Social Worker's supervisor phone number
2. Bill of Rights
  3. Grievance Procedure
    - a. Discuss with the Client the process whereby the Client may express dissatisfaction with service delivery.
    - b. Implement corrective action, as appropriate.
  4. "What to Expect" (Explain to Client how services will be provided.)
  5. Employee code of ethics information
  6. Service delivery restrictions (Limits of what the HCWs are allowed to do)
  7. Publication 13, "Your Rights Under California Welfare Programs" brochure at:  
<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>
- c. Create and complete a Client information form for the Client file, to include information needed to contact Client emergency contacts, including doctor, family, friends, special needs, and any other pertinent information for the Client.
  - d. Develop and file a Client weekly service plan which should correspond to the DPSS-authorized hours. The weekly service plan shall include, but is not limited to, the following:
    1. Date the plan was developed;
    2. Identifying number corresponding to the DPSS referral;
    3. Client's Name;
    4. HCW's Name, and
    5. Substitute HCW's Name (if applicable).
- E. Provide **Initial Services**, which is the first day of services by the HCW, to Clients referred by DPSS to receive services.
1. Provide Initial services to the Client according to the following start-up times after the Initial Home Visit by the SC:
    - a. For **Emergency Services**:
      1. **Within 24 hours** from the FAX'ed date and time of the Interim Authorization for Contract IHSS Services form, **Exhibit N**.
    - b. For Non-Emergency Services:
      1. Within 5 calendar days from the date on the Interim Authorization for Contract IHSS Services, **Exhibit N**; or
      2. No later than the Beginning Date of Service on the Interim Authorization for Contract IHSS Services, **Exhibit N**.

2. Document the HCW Initial service date in both the Client file and on the HCW employee time sheet or time tracking device.
- G. Conduct a **Thirty- (30) day Service Monitoring Visit** by SC for clients authorized by DPSS to receive services:
1. SC will visit each client's home within 30 days of the Initial In-Home Visit and update tasks conducted during the Initial In-Home Visit:
    - a. Home safety assessment - Observe and have current knowledge of the condition of the client's home, noting if safety issues have been resolved, as outlined above.
    - b. Key contact information – Present to and review with the Client the key contact information, all seven items as outlined above, and provide any new forms and updates.
    - c. Client information form – Complete a new form with current information as outlined above.
    - d. Weekly service plan – Discuss with the Client the quality and consistency of the work provided.
- H. Conduct **Quarterly Service Monitoring Visits** by the SC within 90 days after the 30-day Service Visit, and quarterly thereafter, for clients authorized by DPSS to receive services:
1. SC will visit each client's home within 90 days of the 30-day Service Monitoring Visit, or last Quarterly Service Monitoring Visit, and update tasks conducted in the prior service monitoring visit:
    - a. Home safety assessment - Observe and have current knowledge of the condition of the client's home, noting if safety issues have been resolved, as outlined above.
    - b. Key contact information – Present to and review with the Client the key contact information, all seven items as outlined above, and provide any new forms and updates.
    - c. Client information form – Complete a new form with current information as outlined above.
    - d. Weekly service plan – Discuss with the Client the quality and consistency of the work provided.
- I. Provide reliable transportation to DPSS authorized Clients requiring transportation services.
- J. At any time, if any issue arises, the SC or HCW shall Initiate and complete an Incident Report, as applicable (refer to Elder Abuse and Neglect and Case File Narratives in this RFP).

### 3.8 CLIENT CASE FILES

3.8.1 Contractor shall maintain individual files for each Client served. These Client files shall contain, but are not limited to, the following:

- A. Original client referral form that DPSS issued;
- B. All updated/modified authorized service hours;
- C. Record/history of services provided to Client;
- D. Progress reports on initial, 30-day, and quarterly in-home visits;
- F. Weekly service plans;
- G. Consumer Change Notices (CCNs), **Exhibit F**;
- H. Case narratives which shall include a description of an event/action that affects the client/services that is not logged elsewhere on a form in the case file.

1. Case narratives **must** include:

- a. Issues and Resolutions;
- b. Events/actions that include the maintenance of Client safety such as, but not limited to, Mandated Reporting-related incidents and information;
- c. Suspicion of abuse or neglect;
- d. Documentation of medical needs that have not or are not being addressed; and
- e. Unscheduled medical travel.

2. Case narratives **may** include:

- a. Verbal reports of Client updates by the HCW;
- b. Deviations in planned services that are not documented elsewhere;
- c. Scheduled medical travel, if not logged elsewhere in the file; and/or
- d. Other travel, as needed (state if scheduled or not, location, date/time).

3. Case narrative **may not** be replaced by Consumer Change Notices (CCNs).

4. Overall, if there is an issue, the case narrative **must** include:

- a. Description of the issue/incident (date/time, brief description, staffing note, if this is a recurring issue/incident, and list available dates);
- b. Steps taken to resolve which shall include, but not be limited to, (date/time of on-site actions, office actions, phone calls, resources gathered, and follow-up steps);
- c. Communication with DPSS and include (date/time, identify who was notified at DPSS); and
- d. Resolution (final resolution).

### 3.9 REPORTING

The Contractor shall submit reports as follows:

#### 3.9.1 MONTHLY REPORTS

- A. "New IHSS Referral Report" which shall include the total number of new IHSS referrals received from DPSS.

- B. "Authorized Service Hours Referred Report" which shall include the total number of Authorized IHSS hours, by Service Type as supplied by DPSS. Utilize the most current DPSS Client hour authorization printout and the DPSS 3793, Interim Authorization for Contracted IHSS Services, **Exhibit N**, as applicable, as the basis for service authorization.
- C. "IHSS Service Report," which must include aggregate counts of service provided by service type and a supplemental spreadsheet which includes the following Client information:
1. Total number of cases assigned to each Service Coordinator, by office, identifying:
    - a. Total number of HCW cases
    - b. Total number of Client cases
    - c. Total number of Authorized hours
  2. Total number of Unserved Hours, by reason codes, which must include aggregate counts of Unserved Hours, by Client and reason codes. Reason codes shall be mutually agreed upon by Contractor and DPSS.
  3. Unserved Hours, by Client and Service Type.
  4. Unduplicated, IHSS numbers:
    - a. Total number of Authorized Served hours completed, categorized by type of service as coded by DPSS
    - b. Total number of Unserved Hours, with explanation
- D. "Share of Cost (SOC) Report" which shall include the following:
1. Name of Client
  2. Type of Services rendered
  3. Outstanding SOC amount
- E. "Client Grievances Report" which shall include the following:
1. Total number of Client grievances received, by office
  2. Client listing with details
  3. Total number of unresolved Client grievances with explanation
- F. "Staffing Report" highlighting the following:
1. Total number of IHSS staff at the beginning of the month
  2. Total number of IHSS staff hired
  3. Total number of IHSS staff terminated
  4. Total number of IHSS staff at the end of the month
  5. Name of each IHSS staff training conducted during the month including Teaching and Demonstration
  6. Number of IHSS staff trained at each training

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**3.9.2 GENERAL INFORMATION ABOUT MONTHLY REPORTS**

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

**3.9.3 QUARTERLY REPORTS**

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

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

Or for door-to-door delivery:

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

B. Report to DPSS

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

**3.10 TRANSITION CLOSE-OUT**

3.10.1 Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

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

**3.11 FISCAL**

3.11.1 UNIT OF SERVICE COST RATE

The Unit of Service is one service hour and the Unit of Service cost cannot exceed the State-capped hourly rate of \$16.88. No additional costs will be allowed.

3.11.2 CLIENT SHARE OF COSTS (SOC)

The Contractor shall:

- A. Refrain from charging any Client under this Agreement unless it has been determined by DPSS that the Client has a SOC liability.
- B. Be responsible for collecting the SOC from the Client in those cases where the Client owes a SOC.
- C. Refund any SOC that was over-collected from the Client, when the Client has not used all the Authorized hours covered by the SOC.

- D. Refrain from billing DPSS for the Client SOC.
- E. Utilize the Medi-Cal point of sale (POS) system to obligate the Client's SOC, per the Department of Health Services, via telephony, POS unit or by Internet. Call the Medi-Cal POS verification system to acquire the most updated/real time SOC information.
- F. Make a system screen shot after the obligation and keep on file for monitoring or audit purposes.
- G. Make a note of the following on the SOC list/log to document proof of the obligation:
  - 1. Identifying numbers (Case Number and Social Security Number);
  - 2. Client Name;
  - 3. Amount of services provided;
  - 4. SOC applied;
  - 5. Amount to be paid by the County;
  - 6. Date POS called;
  - 7. POS verification number; and
  - 8. Amount to be collected.
- H. Collect the Clients' appropriate SOC based on the POS system. Do not invoice DPSS for Clients' SOC.
  - 1. If Client disagrees with the SOC amount, the Contractor's staff shall call the IHSS district office Clerical Support Supervisor or Social Worker to confirm the accurate amount.
  - 2. If the Social Worker disagrees with the Contractor on the SOC amount owed, Contractor staff shall talk with that Social Worker's Supervisor to confirm the accurate Medi-Cal SOC amount.
- I. Contractor shall not share DPSS IHSS Forms with Clients or their designees, under any circumstances.

### 3.11.3 METHOD, TIME, AND SCHEDULE/CONDITIONS OF PAYMENT

- A. Monthly Billing:
  - 1. The Contractor shall submit billings on a data disc to DPSS Special Payments Unit (SPU) within ten (10) calendar days following the end of the month in which services were rendered. Such billings shall include, at a minimum, an itemized listing of:
    - a. Client names
    - b. Case numbers
    - c. Social Security Numbers
    - d. Type of authorized service
    - e. Authorized hours
    - f. Actual service hours rendered
  - 2. The Contractor shall deduct all Clients' SOC prior to submitting monthly billings for services to DPSS.



3. The Contractor shall reconcile completed service hours against billed hours prior to submitting billings to DPSS.
4. The Contractor shall submit proof of reconciliation along with each monthly billing.
5. The Contractor shall submit monthly billings to DPSS SPU in the format and billing cycle compatible with the automated Case Management Information and Payroll System (CMIPS II), the California Department of Social Services IHSS management information system for approval prior to uploading to CMIPS II. CMIPS II System Specifications can be found in the Interface Partner Specifications – County Contractors (CC), **Exhibit O**, attached hereto and incorporated herein by this reference.
6. The Contractor may only upload data to CMIPS II when DPSS has reviewed and approved, and the Contractor has received written approval via email or other agreed upon medium of communication.
7. Upon an approved contract, DPSS shall pay, on or before the twenty-fifth (25<sup>th</sup>) calendar day of each month, the sum of money claimed by the approved billings, less the SOC liability and any credit due by DPSS for adjustment of prior billings. If the conditions are not met in a timely manner, DPSS shall pay when the necessary processing is completed. The contractor shall supply any missing data and/or documentation, and/or make adjustments necessary to allow for processing as requested by DPSS.

**B. Initial Billing Limit**

1. DPSS reserves the right to limit billing claims to whatever the current CMIPS system allows.

**4.0 WORK PRODUCT**

- 4.1 All work papers prepared in connection with the contractual services will remain the property of the successful bidder, however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

**5.0 TIMELINE**

TIMELINES	DATES
1. RELEASE OF REQUEST FOR PROPOSAL	11/30/10
2. DEADLINE FOR SUBMISSION OF QUESTIONS E-mail: <a href="mailto:mawhites@riversidedpss.org">mawhites@riversidedpss.org</a> cc: <a href="mailto:clholt@riversidedpss.org">clholt@riversidedpss.org</a> And also send a hard copy to: Mail: County of Riverside Department of Public Social Services	<b>Must be in writing by the close of business 5:00 PM on:                      Monday, 12/7/10</b>

Contracts Administration Unit Attn: Candace Holt 10281 Kidd Street Riverside, CA 92503	
3. NON-MANDATORY BIDDERS MEETING	<b>TBD</b>
4. DEADLINE FOR PROPOSALS	<b>1/11/11</b>
5. TENTATIVE DATE FOR AWARDED RFP Approximately 30 to 120 days after the RFP closes.	The Bidders are responsible for checking the Purchasing website for notice of intent to award at: <a href="http://www.Purchasing.ca.riverside.ca.us">www.Purchasing.ca.riverside.ca.us</a>

5.1. Inquiries: All inquiries must be submitted on or before the last day for questions. Please refer to 5.0 Timeline for the particular date. Inquiries must reference the section number and title from the RFP. Inquiries must be in written format and emailed with the RFP bid number, to the attention of the Procurement Contract Specialist.

**6.0 PERIOD OF PERFORMANCE**

The period of Performance shall be for three year(s), with two (2) options to renew in one-year increments, with the completion date of June 30, 2014, with no obligation by the County of Riverside to purchase any specified amount of services. The first year shall begin July 1, 2011 and end June 30, 2012.

**7.0 PROPOSAL SUBMITTAL**

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked "Bidder Proposal." The submitted proposal shall be prepared in a bound notebook(s).

Minimum Notebook requirement:

- 7.1. Two (2) originals and five (5) additional copies, each in a 3 ring binder for ease of opening by evaluators.
- 7.2. Binder capacity should be a minimum of 2" (two inches) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder.)
- 7.3. Vendors may be asked to submit one (1) (Microsoft Word or PDF document formatted on a virus free CD) for one of the original binders. DO NOT INCLUDE IN YOUR PROPOSAL until requested by County at a later date.
- 7.4. Financial statements should only be included in the binders marked "Original" (Financial statements will be removed and submitted to the Accounting Office for review, then placed in a sealed enveloped and marked "Confidential.")
- 7.5. Faxed or emailed proposals will not be accepted.

**ALL BIDS MUST BE SENT TO:** County of Riverside  
 Purchasing and Fleet Services  
 2980 Washington Street  
 Riverside, CA 92504-4647  
 Attention: Mark Whitesell  
**DPARC-189**

**8.0 GENERAL REQUIREMENTS****Procedures for Submitting Proposals**

- 8.1. All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.
- 8.2. The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- 8.3. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the proposal.
- 8.4. The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.
- 8.5. Modification of Proposals, any bidder who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the bidder to ensure that modified proposals are resubmitted before the RFP submittal deadline of 1/11/11.
- 8.6. Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
- 8.7. Proposals must be typed uniformly on letter size (8 ½ " x 11") sheets of white paper, single sided or double sided, each section clearly titled, with tabs A-L, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.
- 8.8. **Late proposals will not be accepted.** Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.
- 8.9. The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are neither necessary nor recommended. Examples of previous work may be submitted but will not necessarily influence the evaluation process. A letter format in sufficient detail to allow thorough evaluation and analysis is required.

**9.0 REQUIRED FORMAT OF PROPOSALS**

Proposals must contain the following sections:

- A. Proposal Cover Page (Page 5 of this RFP)
- B. Proposal Submission Checklist, **Exhibit P**, attached hereto and incorporated herein by this reference.
- C. Table of Contents
- D. Corporate/Company/Agency Profile
- E. Credentials/Resumes/Certifications/Licenses
- F. References
- G. Evidence of Insurability/ Business Licenses
- H. Clarification, Exceptions or Deviations
- I. Financial Statements
- J. Cost Proposal/Budget Justification

- K.** Description of Services, **Exhibit Q**, attached hereto and incorporated herein by this reference.
- L.** Required Attachments, **Exhibit R**, attached hereto and incorporated herein by this reference

Section Details:

**A. Proposal Cover Page**

The Proposal Cover Page (page 5 of this RFP) must be signed by an authorized representative. Signature by an authorized representative of the organization on the proposal cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

**B. RFP – Proposal Submission Checklist**

This section must be filled in and each item checked off to ensure proper credit for items required in this RFP.

**C. Table of Contents**

This section shall include a comprehensive table of contents that identifies material by sections A – L (in the order listed above) and by sequential page numbers.

**D. Corporate/Company/Agency Profile**

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.):
2. Proof of non-profit status, if applicable;
3. Company overview of services or activities performed, including:
  - a. A brief history of the bidder's firm.
  - b. The number of years in business under the present business name, as well as prior business names.
  - c. Number of years experience providing the proposed, equivalent or related services.
  - d. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart.
  - e. Company size - number of staff, proposed number of staff to provide services, and participant base.
4. Whether the bidder holds controlling or interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated. Governmental agencies are exempt from this requirement.
5. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement
6. Names of persons with whom the prospective contractor has been associated in business as partners or business associates in the last five years. Governmental agencies are exempt from this requirement.

**E. Credentials/Resumes/Certifications/Licenses**

In this section, provide resumes and credentials of staff providing the service. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification or licenses held if applicable.

Bidder shall specifically provide:

1. Description of education
2. General experience
3. Experience or education related to the RFP project

4. Letters of reference if available
5. Copies of applicable current professional licenses, permits, and certificates
6. Any other information, which will assist in evaluating qualifications

#### F. References

1. All bidder(s) must include present and past performance information in the form of a **minimum of three (3) references**. References cannot include Riverside County Elected Officials, Department Directors, or the requesting agency as a reference. However, references can include other county agencies that are not partaking in this RFP. Each reference shall include dates of work performed, current contact person, company, address, email address and telephone number for each reference identified. **Please verify that all reference information is correct, the County must be able to receive feedback from a minimum of three (3) references. Failure to be able to reach three (3) references may make the proposal "non-responsive."**
2. Describe a minimum of three (3) recent similar projects. These projects must show the qualifications of the bidder's team capabilities to complete the County's project. Provide a summary of the scope of services, included project cost, performed for these other projects.
3. Provide a list detailing contracts completed during the last five years, showing year, type of services, dollar amounts of services provided, location, contracting agency, contact name, and phone number.
4. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this RFP.

#### G. Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the Bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any and all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded

Provide a copy of current business license or other applicable licenses.

#### H. Clarification, Exceptions or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section. **An entry stating the clarification, exceptions or deviations, OR a statement that there is no clarification, exception or deviation must be submitted. IF THERE IS NO ENTRY OF EITHER, THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

The following contractual terms are non-negotiable:

1. Indemnification
2. All insurance terms
3. Termination
4. Ownership/Use of Contract Materials and Products(If applicable)
5. Disputes
6. Governing Law
7. Venue

**I. Financial Statements**

The bidder must submit financial statements (Balance Sheet and Income Statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. The County does not guarantee that the financials submitted will be kept confidential.

**J. Cost Proposal/Budget Justification**

In this section, please complete and include a Cost Proposal Sheet attached as **Exhibit A** for each of the following Fiscal Years: FY 11/12, FY 12/13, and FY 13/14. Bidders may also include any other documents as information to further explain the proposed costs. Proposals must fully describe all costs to charges to County as part of this project. As stated in the Cost Proposal Sheet, bidders must provide fully inclusive blended rates, which are inclusive all of the bidder's project-related or supported expenses, including travel expenses.

**K. Description of Services**

All proposals must include a detailed description of each proposed service to be provided on the RFP Question Sheet, **Exhibit Q**, attached hereto and incorporated herein by this reference, for use in providing description. Please follow instructions on **Exhibit Q** and answer all questions completely.

Bidder shall respond to every section in order from 3.1 to 3.11.3.B.1. If any section does not present a statement that qualifies as a declarative question, the bidder shall respond that they have read and agree or disagree to the statement, any failure to do so may eliminate the bidder's proposal.

*Bidders that do not respond to all questions on **Exhibit Q** may be found to be "non-responsive" and disqualified from the bid process.*

**L. Required Attachments from Exhibit R**

All proposals must include the required attachments as outlined on **Exhibit R**, attached hereto and incorporated herein by this reference.

*Bidders that do not submit all required attachments on **Exhibit R**, may be found to be "non-responsive" and disqualified from the bid process.*

**10.0 EVALUATION CRITERIA**

Proposals may be evaluated based on the criteria listed below, in no particular order, to include but not limited to:

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

## 11.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Contractor to contact any other County representative may result in disqualification of the Contractor. All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

## 12.0 INTERPRETATION OF RFP

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any Contractor planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum and may be posted on the Purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us). The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us).

## 13.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected Contractor. A sample of the standard County contract to be used for this project is attached as **Exhibit T**, attached hereto and incorporated herein by this reference. If an agreement cannot be reached, negotiations with the second ranking Contractor shall commence.

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect must be included in this section. The following contractual (**Exhibit T** of this RFP) terms are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Use of Contract Materials and Products (If applicable)
- Disputes
- Governing Law

## 14.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the Contractor; otherwise the Contractor agrees that any and all documents provided may be released to the public after contract award.

The procurement process may be canceled after opening, but prior to award if the County determines that cancellation is in the best interest of the County for reasons (but not limited to) such as:

- Inadequate, ambiguous, or otherwise deficient specifications that were cited in the RFP.
- The services are no longer required.

- Proposals received are at an unreasonable cost.
- Proposal did not independently arrive in open competition, were collusive, or were not submitted in good faith.
- The County determines, after analysis of the proposals that its needs can be satisfied through a less expensive method.

The County reserves the right to amend or modify the project Scope of Services prior to the award of contract, as necessity may dictate, and to reject any and all proposals hereunder. This Request for Proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source or to cancel in part or in its entirety this Request of Proposal if it is in the best interest of the County.

**15.0 CONFIDENTIALITY AND PROPRIETARY DATA**

- A. All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Proposal Submitters should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.
- B. If the proposal is accepted and an agreement with the County is entered into, the Contractor will be required to sign the most current HIPAA agreement, **Exhibit B**, attached hereto and incorporated herein by this reference. If the HIPAA agreement is revised, the Contractor shall sign a new agreement as it becomes available and adhere to the new requirements.

**16.0 COUNTY OBSERVED HOLIDAYS**

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

**\* Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday proceeding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.



**EXHIBIT A**

**Any Bidder who wishes to have this form in electronic format may send an email request to:**  
**[dpsscontracts@riversidedpss.org](mailto:dpsscontracts@riversidedpss.org) please copy [clholt@riversidedpss.org](mailto:clholt@riversidedpss.org)**

**COST PROPOSAL SHEET**  
**This is a Unit of Service Contract**

Fiscal Year: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Total Service Hours for Fiscal Year: \_\_\_\_\_

Unit of Service Cost: \_\_\_\_\_

"Unit of Service" is equal to one (1) hour of face to face direct service by a HCW with a client and refers to the all inclusive, aggregate cost necessary to complete the work specified in this proposal. The aggregate cost may include, but is not limited to, all expenses (salary and benefits) for service hours provided by the home care worker directly to the Client, service coordinators, training, travel, overhead and all other support costs directly or indirectly provided to clients as identified in this RFP. **The Cost Proposal shall be followed by a budget narrative that provides a detailed description and justification for each line item.**

**THE UNIT OF SERVICE COST RATE CANNOT EXCEED THE STATE-CAPPED HOURLY RATE OF \$16.88.**

Total Cost Methodology: Based on historical information use 1200 clients. Unit of Service Cost times the total number of hours you expect to incur which will equal total cost.

**Complete a SEPARATE Cost Proposal FOR EACH contract year Fiscal year (FY) 11/12; FY 12/13; and FY 13/14:**

DESCRIPTION	DOLLAR AMOUNT	
	PER HOUR	PER YEAR
<b>SALARIES</b> (Per Position) – Indicate full-time equivalent (FTE) per position. Include fully inclusive blended salary rates	\$	\$
Social Security (FICA)	\$	\$
Federal Unemployment Ins. (FUTA)	\$	\$
State Unemployment Ins. (SUI)	\$	\$
State Disability Ins. (SDI)	\$	\$
Employment Benefits -		
Vacation	\$	\$
Sick Leave	\$	\$
Holiday	\$	\$
Health Insurance	\$	\$
Dental Insurance	\$	\$
<b>TOTAL SALARIES &amp; BENEFITS</b>		\$
<b>ADMINISTRATIVE / OVERHEAD COSTS</b>		
Travel	\$	\$
Mileage	\$	\$



**EXHIBIT B**

**HIPAA Business Associated Agreement**  
Between the County of Riverside and

*Proposed Agency Name*

HIPAA Business Associated Agreement Addendum ("Addendum") supplements, and is made part of the agreement between the COUNTY OF RIVERSIDE ("County") and ("Contractor") as of the date of approval by both parties on

**RECITALS**

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule"), as may be amended from time to time, which area applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with the Privacy Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meaning as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
  - A. Contractor shall be permitted to use PHI disclosed to it by the County:
    - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
    - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or Required by Law, Contractor may:
    - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.

- 
- (2) Disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor's operations only if:
- (a) The disclosure is Required by Law; or
  - (b) Contractor obtains written assurance from any person or organization to which Contractor will disclose such PHI that the person or organization will:
    - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and
    - (ii) The third party will notify Contractor of any instance of which it becomes aware in which the confidentiality of the information has been breached.
- (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
- (4) Not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI as authorized in writing by County.
- (5) De-identify any and all PHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Addendum, or as Required by Law, or as otherwise permitted by law.
3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor agrees to:
- A. Use or disclose PHI only as permitted or required by this Addendum or as Required by Law.
  - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.
  - C. To the extent practicable, mitigate any harmful effect that is known to contractor of a use or disclosure of PHI by Contractor in violation of this Addendum.
  - D. Report to County any use or disclosure of PHI not provided for by this Addendum of which Contractor becomes aware.

- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
  - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
  - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
  - B. To make any amendment(s) to PHI in a Designated Record set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
  - C. To assist the County in meeting its disclosure accounting under HIPAA:
    - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
    - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
  - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
  - F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that County would be prohibited from making.
5. Obligations of County.
- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure on PHI agreed to by County that may affect

Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees that it will make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County shall obtain any authorizations necessary for the use or disclosure of PHI, so the Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
- B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
- C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI received from the County, or created or received by Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.
- D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintain such PHI.

**7. Hold Harmless/Indemnification**

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement if this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

**8. General Provisions.**

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective right and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.

- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement. To include the requirements of HIPAA.

Contractor Signature

\_\_\_\_\_

title

\_\_\_\_\_

Date

\_\_\_\_\_



# RFP - GEOGRAPHIC SERVICE AREA DATA SHEET

#DPARC-189

**Any Bidder who wishes to have this form in electronic format may send an email request to:**

**[dpsscontracts@riversidedpss.org](mailto:dpsscontracts@riversidedpss.org) please copy [clholt@riversidedpss.org](mailto:clholt@riversidedpss.org)**

**Current Office in Service Areas**

Please list all offices that you currently have established in each service area, if applicable.

#	Service Area	Yes - Current Office		If yes, please list Office location details below			
		(Y)	(N)	Address	City	Zip	# of Current Staff in each office
1	North County						
2	South County						
3	East County						

**Hours of Availability**

Please list hours of availability to provide these services

*(Check all available hours and list any deviations.)*

Day	Standard Hours		Please list any deviations
	7:00am - 6:00pm		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

After-Hours		Please list any deviations
6:00pm - 7:00am		

# RFP - GEOGRAPHIC SERVICE AREAS

#DPARC-189

Please mark "Yes" if you are able to serve a region.

If you are not able to serve a region, please

- Mark "No" and
- Write an explanation and
- Include this in Clarification, Exceptions or Deviations, Tab H in the RFP

CITY	POSTAL CODES	YES	NO	EXPLANATION
<b>NORTH COUNTY AREA #1</b>				
Beaumont/ Cherry Valley	92223	<input type="checkbox"/>	<input type="checkbox"/>	
Calimesa	92320	<input type="checkbox"/>	<input type="checkbox"/>	
Colton	92324	<input type="checkbox"/>	<input type="checkbox"/>	
Corona	92879, 92880, 92881, 92882,92883	<input type="checkbox"/>	<input type="checkbox"/>	
March Air Force Base	92518	<input type="checkbox"/>	<input type="checkbox"/>	
Mira Loma	91752	<input type="checkbox"/>	<input type="checkbox"/>	
Moreno Valley	92551, 92552,92553,92554, 92555, 92556, 92557	<input type="checkbox"/>	<input type="checkbox"/>	
Norco	92860	<input type="checkbox"/>	<input type="checkbox"/>	
Nuevo/Lake View	92567 (Is this North or South?)	<input type="checkbox"/>	<input type="checkbox"/>	
Yucaipa/ Oak Glen	92399	<input type="checkbox"/>	<input type="checkbox"/>	
Perris	92570,92571,92572	<input type="checkbox"/>	<input type="checkbox"/>	
Riverside	92501,92502, 92503, 92504, 92505, 92506, 92507,92508, 92509, 92521	<input type="checkbox"/>	<input type="checkbox"/>	
Seely	92273	<input type="checkbox"/>	<input type="checkbox"/>	

CITY	POSTAL CODES	YES	NO	EXPLANATION
<b>SOUTH COUNTY AREA #2</b>				
Aguanga	92536	<input type="checkbox"/>	<input type="checkbox"/>	
Anza	92539	<input type="checkbox"/>	<input type="checkbox"/>	
Fallbrook	92028	<input type="checkbox"/>	<input type="checkbox"/>	
Hemet	92543, 92544, 92545	<input type="checkbox"/>	<input type="checkbox"/>	
Homeland	92548	<input type="checkbox"/>	<input type="checkbox"/>	
Idyllwild	92549	<input type="checkbox"/>	<input type="checkbox"/>	
Lake Elsinore	92530, 92531, 92532	<input type="checkbox"/>	<input type="checkbox"/>	
Menifee	92584	<input type="checkbox"/>	<input type="checkbox"/>	
Mountain Center	92561	<input type="checkbox"/>	<input type="checkbox"/>	
Murrieta	92562, 92563	<input type="checkbox"/>	<input type="checkbox"/>	
Sun City	92585, 92586, 92587	<input type="checkbox"/>	<input type="checkbox"/>	
San Jacinto	92581, 92582, 92583	<input type="checkbox"/>	<input type="checkbox"/>	
Temecula	92590, 92591, 92592, 92593	<input type="checkbox"/>	<input type="checkbox"/>	
Wildomar	92595	<input type="checkbox"/>	<input type="checkbox"/>	
Winchester	92596	<input type="checkbox"/>	<input type="checkbox"/>	

CITY	POSTAL CODES	YES	NO	EXPLANATION
<b>EAST COUNTY AREA #3</b>				
Banning	92220	<input type="checkbox"/>	<input type="checkbox"/>	
Blythe	92225	<input type="checkbox"/>	<input type="checkbox"/>	
Cabazon	92230	<input type="checkbox"/>	<input type="checkbox"/>	
Cathedral City	92234, 92235	<input type="checkbox"/>	<input type="checkbox"/>	
Coachella	92236	<input type="checkbox"/>	<input type="checkbox"/>	
Desert Center	92239	<input type="checkbox"/>	<input type="checkbox"/>	
Desert Hot Springs	92240, 92241	<input type="checkbox"/>	<input type="checkbox"/>	
Indian Wells	92210	<input type="checkbox"/>	<input type="checkbox"/>	
Indio	92201, 92202, 92203	<input type="checkbox"/>	<input type="checkbox"/>	
La Quinta	92253	<input type="checkbox"/>	<input type="checkbox"/>	
Mecca	92254	<input type="checkbox"/>	<input type="checkbox"/>	
Palm Desert	92255, 92211, 92260, 92261	<input type="checkbox"/>	<input type="checkbox"/>	
Palm Springs	92258, 92262, 92263, 92264	<input type="checkbox"/>	<input type="checkbox"/>	
Rancho Mirage	92270	<input type="checkbox"/>	<input type="checkbox"/>	
Thermal	92274	<input type="checkbox"/>	<input type="checkbox"/>	
Thousand Palms	92276	<input type="checkbox"/>	<input type="checkbox"/>	
Whitewater	92282	<input type="checkbox"/>	<input type="checkbox"/>	

**DEPARTMENT OF SOCIAL SERVICES**  
744 P Street, Sacramento, California 95814



July 10, 2000

ALL-COUNTY LETTER NO: 00-44

TO: ALL COUNTY WELFARE DIRECTORS  
ADULT PROTECTIVE SERVICES (APS)  
PROGRAM MANAGERS  
MANDATED REPORTING AGENCIES

REASON FOR THIS TRANSMITTAL

- State Law Change  
 Federal Law or Regulation Change  
 Court Order or Settlement Agreement  
 Clarification Requested by One or More Counties  
 Initiated by CDSS

SUBJECT: REVISED REPORT FORM FOR SUSPECTED DEPENDENT ADULT/ELDER ABUSE (SOC 341)

This All-County Letter informs counties and mandated reporters about the revised Report of Suspected Dependent Adult/Elder Abuse form, also referred to as the SOC 341. The attached camera-ready copy of the SOC 341, dated 6/00, with reporting instructions is a revision of the current SOC 341, dated 4/90. The California Department of Social Services has adopted this form in consultation with members of the County Welfare Directors Association, other State departments, various medical and nursing agencies, hospital associations, and law enforcement agencies.

The provisions of Senate Bill 2199 (Chapter 946, Statutes of 1998) necessitated the changes to the SOC 341. Also, several changes were made by the California Department of Social Services to accommodate the needs of County Welfare Departments, mandated reporters and other government agencies. The two significant revisions are due to the expanded definition of a mandated reporter and the definition of abuse.

- 1) Mandated reporters are required to complete the SOC 341 for each report of a known or suspected instance of abuse involving an elder or dependent adult. The definition of a mandated reporter has been expanded to include:
  - Any person who has assumed full or intermittent responsibility for care or custody of an elder or dependent adult, whether or not that person receives compensation, including administrators, supervisors, and any licensed staff of a public or private facility that provides care or services for elder or dependent adults or any elder or dependent adult care custodian, health practitioner, or employee of a county adult protective services agency or a local law enforcement agency.
- 2) The definition of abuse has been expanded to include:

- Physical (including sexual) abuse, abandonment, isolation, abduction, financial abuse and neglect (including self-neglect).

In addition, the general instructions have been modified and include the following changes:

- The general instructions will no longer appear on the back of the form but will serve as the cover for the SOC 341.
- The headings for the general instructions have been renamed (e.g. WHAT TO REPORT, EXCEPTIONS TO REPORTING, DISTRIBUTION OF (SOC 341) FORM/COPIES) to aid the mandated reporter and receiving agency in completing this form.

The revised SOC 341, dated 6/00, will continue to be printed in triplicate so that one or more of the copies may be used for cross-reporting to other agencies when required. The form is expected to be available in quantity from the California Department of Social Services Warehouse in July 2000. County agencies may order this form by completing the County Form GEN 727B. The request must be mailed or faxed to the address or fax number shown below. For all other mandated reporting agencies (e.g. law enforcement, hospitals) requesting this form, please submit your written request, along with your return mailing address by facsimile or mail to:

California Department of Social Services Warehouse  
Post Office Box 980788  
West Sacramento, CA 95798-0788  
Telephone: (916) 371-1974  
Fax: (916) 371-3518

Use of the current version of this form (4/90) should be discontinued upon receiving the revised forms. If you have any questions concerning the revised SOC 341, please contact the Adult Protective Services Bureau, at (916) 229-0323.

Sincerely,

*Original Document Signed By Leonard L. Tozier  
For Donna L. Mandelstam On 7/10/00*

DONNA L. MANDELSTAM  
Deputy Director  
Disability and Adult Programs Division

Attachments

REPORT OF SUSPECTED DEPENDENT ADULT/ELDER ABUSE

TO BE COMPLETED BY REPORTING PARTY. PLEASE PRINT OR TYPE. SEE GENERAL INSTRUCTIONS.

COUNTY APS/OMBUDSMAN CASE NUMBER RECEIVING AGENCY USE ONLY LAW ENFORCEMENT CASE/FILE NUMBER

A. VICTIM

\*NAME (LAST NAME FIRST): \*AGE: DATE OF BIRTH: SSN: SEX: ETHNICITY: LANGUAGE: \*ADDRESS (IF FACILITY, INCLUDE NAME): \*PRESENT LOCATION (IF DIFFERENT FROM ABOVE):

\*B. REPORTING PARTY (Please check if reporting party waives confidentiality).

\*NAME (PRINT) SIGNATURE OCCUPATION AGENCY RELATION TO VICTIM WHERE TO CONTACT: (STREET) (CITY) (ZIP CODE) TELEPHONE

C. INCIDENT INFORMATION - Address where Incident Occurred

\*DATE/TIME OF INCIDENT(S) PLACE OF INCIDENT (CHECK ONE): OWN HOME, COMMUNITY CARE FACILITY, HOSPITAL/ACUTE CARE HOSPITAL, HOME OF ANOTHER, NURSING FACILITY/SWING BED, OTHER

\*D. REPORTED TYPES OF ABUSE (CHECK ALL THAT APPLY).

1. PERPETRATED BY OTHERS (WIC 15610.07) 2. SELF-NEGLECT (WIC 15610.57(b)(5)) a. PHYSICAL b. SEXUAL c. FINANCIAL d. NEGLECT e. ISOLATION f. ABANDONMENT g. OTHER (Non-Mandated e.g., Psychological/Mental, Abduction)

ABUSE RESULTED IN (CHECK ALL THAT APPLY) NO PHYSICAL INJURY, MINOR MEDICAL CARE, HOSPITALIZATION, CARE PROVIDER REQUIRED, DEATH, MENTAL SUFFERING, OTHER (SPECIFY), UNKNOWN

\*E. REPORTER'S OBSERVATIONS, BELIEFS, AND STATEMENTS BY VICTIM IF AVAILABLE. LIST ANY POTENTIAL DANGER FOR INVESTIGATOR (e.g., animals, weapons, communicable diseases, etc.). Check if medical, financial, photographs or other supplemental information is attached.

F. FAMILY MEMBER OR OTHER PERSON RESPONSIBLE FOR VICTIM'S CARE. (If unknown, list contact person).

\*NAME IF CONTACT PERSON ONLY CHECK RELATIONSHIP \*ADDRESS \*ZIP CODE \*TELEPHONE

\*G. COLLATERAL CONTACTS AND/OR PERSONS BELIEVED TO HAVE KNOWLEDGE OF ABUSE. (e.g., family, significant others, neighbors, medical providers and agencies involved, etc.)

Table with columns: NAME, ADDRESS, TELEPHONE NO., RELATIONSHIP

H. SUSPECTED ABUSER Please check if Self-Neglect

NAME OF SUSPECTED ABUSER CARE CUSTODIAN (type) PARENT SON/DAUGHTER OTHER HEALTH PRACTITIONER (type) SPOUSE OTHER RELATION ADDRESS \*ZIP CODE TELEPHONE SEX ETHNICITY AGE D.O.B. HEIGHT WEIGHT EYES HAIR

I. TELEPHONE REPORT MADE TO: (Completed by Mandated Reporter)

NAME OF OFFICIAL CONTACTED BY PHONE TELEPHONE DATE/TIME

J. WRITTEN REPORT Mailed or Faxed

AGENCY NAME ADDRESS OR FAX # DATE MAILED OR FAXED

K. AGENCY USE ONLY Telephone Report Written Report

1. Report Received by: Date/Time: 2. Assigned Immediate Response Ten-day response No face-to-face required Approved by: Assigned to (optional): 3. Cross-Reported to: APS Law Enforcement Ombudsman State Dept. of Mental Health State Dept. of Developmental Services CCL State Dept. of Health Services Licensing & Crt Bureau of Medi-Cal Fraud & Elder Abuse Professional Board Other (Specify)

## REPORT OF SUSPECTED DEPENDENT ADULT/ELDER ABUSE GENERAL INSTRUCTIONS

### PURPOSE OF FORM

This form, as adopted by the California Department of Social Services, is required under WIC Sections 15630 and 15658(a)(1). This form serves to document the information given by the reporting party on the suspected incident of abuse of an elder or dependent adult. "Elder," as defined in WIC Section 15610.27 means any person residing in this state 65 years of age or older. "Dependent Adult," as defined in WIC Section 15610.23 means any person residing in this state, between the ages of 18 and 64, who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age. Dependent adult includes any person between the ages of 18 and 64 who is admitted as an inpatient to a 24-hour health facility, as defined in Sections 1250, 1250.2, and 1250.3 of the Health and Safety Code (H & S).

### REPORTING RESPONSIBILITIES

Mandated reporters\* (see definition) shall complete this form for each report of a known or suspected instance of abuse (physical abuse, sexual abuse, financial abuse, neglect (including self-neglect), isolation and abandonment) involving an elder or dependent adult. **The original of this report shall be submitted within two (2) working days of making the telephone report to the responsible agency as identified below:**

- The County Adult Protective Services (APS) agency or the local law enforcement agency (e.g., private residence, hotel or homeless shelter).
- Long-term care ombudsman program or the local law enforcement agency (e.g., nursing home, community care facility, residential care facility for the elderly or adult day health care center).
- The California Department of Mental Health or the local law enforcement agency (Metropolitan State Hospital, Atascadero State Hospital, Napa State Hospital, Patton State Hospital).
- The California Department of Developmental Services or the local law enforcement agency (Sonoma State Hospital, Lanterman State Hospital, Porterville State Hospital, Fairview State Hospital, Agnews State Hospital).

### WHAT TO REPORT

Any mandated reporter\* who, in his or her professional capacity, or within the scope of his or her employment has observed, suspects or has knowledge of an incident that reasonably appears to be physical abuse (including sexual abuse), abandonment, isolation, financial abuse, or neglect (including self-neglect), or is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, financial abuse, or neglect, shall report the known or suspected instance of abuse by telephone immediately or as soon as practicably possible, and by written report (SOC 341) sent within two working days to the appropriate agency.

### MULTIPLE REPORTERS

When two or more persons who are required to report are present and jointly have knowledge of a suspected instance of abuse of an elder or dependent adult and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single written report may be made and signed by the selected member of the reporting team. Any member, who has knowledge that the member designated to report has failed to do so, shall thereafter make the report.

### FAILURE TO REPORT

Failure to report physical abuse (including sexual abuse), abandonment, isolation, financial abuse, or neglect (including self-neglect) of an elder or dependent adult is a misdemeanor, punishable by not more than six months in the county jail or by a fine of not more than \$1,000, or both imprisonment and fine. Any mandated reporter who willfully fails to report abuse of an elder or dependent adult, where the abuse results in death or great bodily injury, may be punished by up to one year in a county jail, a fine of up to \$5,000, or both imprisonment and fine.

### EXCEPTIONS TO REPORTING (WIC 15630 (2) (A))

A mandated reporter who is a physician and surgeon, a registered nurse, or a psychotherapist, as defined in Section 1010 of the Evidence Code, shall not be required to report a suspected incident of abuse where all of the following conditions exist:

- (i) The mandated reporter has been told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, financial abuse, or neglect.
- (ii) The mandated reporter is not aware of any independent evidence that corroborates the statement that the abuse has occurred.
- (iii) The elder or dependent adult has been diagnosed with a mental illness or dementia, or is the subject of a court-ordered conservatorship because of a mental illness or dementia.
- (iv) In the exercise of clinical judgement, the physician and surgeon, the registered nurse, or the psychotherapist, as defined in Section 1010 of the Evidence Code, reasonably believes that the abuse did not occur.

In a long-term care facility, a mandated reporter who the California Department of Health Services determines, upon approval by the Bureau of Medi-Cal Fraud and the state office of the long-term care ombudsman, have access to plans of care and have the training and experience to determine whether all the conditions specified below have been met, shall not be required to report the suspected incident of abuse (WIC 15630 (3)(A)):

- (i) The mandated reporter is aware that there is a proper plan of care.
- (ii) The mandated reporter is aware that the plan of care was properly provided or executed.
- (iii) A physical, mental, or medical injury occurred as a result of care pursuant to clause (i) or (ii).
- (iv) The mandated reporter reasonably believes that the injury was not the result of abuse.



## GENERAL INSTRUCTIONS (continued)

### WRITTEN REPORT / TELEPHONE REPORT

1. This form may be used by the receiving agency to record information through a telephone report of suspected dependent adult/elder abuse. Complete asterisk (\*) sections on the form when a telephone report of suspected abuse is received as required by statute and the California Department of Social Services.
2. If any item of information is unknown, write "unknown" beside the item.
3. Part B. REPORTING PARTY - Please check if reporting party waives confidentiality.
4. Part B. REPORTING PARTY - Mandated reporters\* (see definition below) are required to give their names, and Non-mandated reporters may report anonymously.
5. Part C. INCIDENT INFORMATION - Please provide best-known time frame (e.g., 2 days, 1 week or ongoing).
6. Part D. Please check all types of suspected abuse that apply.
7. Part E. Reporter may attach medical diagrams, photographs of injuries or environment, etc.
8. Part I. TELEPHONE REPORT MADE TO: - The mandated reporter completes this section after making the telephone report.
9. Part K. AGENCY USE ONLY - This section may be used by the agency receiving the written report.

### DISTRIBUTION OF (SOC 341) FORM/COPIES

- Mandated Reporter - After making the telephone report send the original and one copy to the receiving agency and keep one copy for your file.
- Receiving Agency - Original to case file. A copy may be used to cross-report or may be discarded.

### IDENTITY OF THE REPORTER

The identity of all persons who report under Chapter 11 shall be confidential and disclosed only between adult protective services agencies, local law enforcement agencies, long term care ombudsman coordinators, Bureau of Medi-Cal Fraud and Elder Abuse of the Office of the Attorney General, licensing agencies, or their counsel, Investigators of the Department of Consumer Affairs who investigate elder and dependent adult abuse, or upon waiver of confidentiality by the reporter, or by court order.

### REPORTING PARTY DEFINITIONS

**\*Mandated Reporters (WIC 15630(a))** - Any person who has assumed full or intermittent responsibility for care or custody of an elder or dependent adult, whether or not that person receives compensation, including administrators, supervisors, and any licensed staff of a public or private facility that provides care or services for elder or dependent adults, or any elder or dependent adult care custodian, health practitioner, or employee of a county adult protective services agency or a local law enforcement agency is a mandated reporter.

**Care custodian (WIC 15610.17)** - means an administrator or an employee of any of the following public or private facilities or agencies, or persons providing care or services for elders or dependent adults, including members of the support staff and maintenance staff:

- ♦ 24-hour health facilities (as defined in H&S 1250, 1250.2, 1250.3)
- ♦ Home health agencies
- ♦ Agencies providing publicly funded in-home supportive services, nutrition services or other home and community-based support services
- ♦ Secondary schools that serve 18 to 22 year old dependent adults and postsecondary educational institutions that serve dependent adults or elders
- ♦ Alzheimer's Disease day care resource centers
- ♦ Community care facilities, as defined in Section 1502 of the H&S Code, and residential care facilities for the elderly, as defined in Section 1569.2 of the H&S Code.
- ♦ Vocational rehabilitation facilities and work activity centers
- ♦ California Department of Social Services and California Department of Health Services licensing divisions
- ♦ Regional center for persons with developmental disabilities
- ♦ Offices of patients' rights advocates and clients' rights advocates, including attorneys
- ♦ Offices of public conservators, public guardians, and court investigators
- ♦ Adult day health care centers
- ♦ Any protection or advocacy agency or entity that is designated by the Governor to fulfill the requirements and assurances of the following:
  - 1) The federal Developmental Disability Assistance and Bill of Rights Act, as amended, contained in Chapter 75 (commencing with Section 6000) of Title 42 of the United States Code, for the protection and advocacy of the rights of persons with developmental disabilities.
  - 2) The Protection and Advocacy for the Mentally Ill Individuals Act of 1986, as amended, contained in Chapter 114 (commencing with Section 10801) of Title 42 of the United States Code, for the protection and advocacy of the rights of persons with mental illnesses.
- ♦ Any other protective, public, sectarian, mental health, or private assistance or advocacy agency or person providing health services or social services to elders or dependent adults.

**Health Practitioner (WIC 15610.37)** - means all of the following:

- ♦ Physician and surgeon
  - ♦ Resident
  - ♦ Licensed Nurse
  - ♦ A marriage, family, and child counselor, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions code.
  - ♦ Any emergency medical technician I or II or paramedic.
  - ♦ Any person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.
  - ♦ Any psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.
  - ♦ A marriage, family, and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.
  - ♦ Unlicensed marriage, family, and child counselor intern registered under Section 4980.44 of the Business and Professions Code.
  - ♦ A State or county public health or social service employee who treats an elder or dependent adult for any condition.
  - ♦ A coroner.
  - ♦ A religious practitioner who diagnoses, examines or treats elders or dependent adults.
- ♦ Psychiatrist
  - ♦ Intern
  - ♦ Dentist
  - ♦ Dental Hygienist
  - ♦ Psychologist
  - ♦ Licensed Clinical Social Worker or Intern
  - ♦ Podiatrist
  - ♦ Chiropractor

**DEPARTMENT OF SOCIAL SERVICES**

744 P Street, Sacramento, California 95814



December 19, 2006

ALL-COUNTY LETTER NO.: 06-59

**REASON FOR THIS TRANSMITTAL**

- State Law Change
- Federal Law or Regulation Change
- Court Order
- Clarification Requested by One or More Counties
- Initiated by CDSS

TO: ALL COUNTY WELFARE DIRECTORS  
ALL COUNTY ADULT PROTECTIVE SERVICES (APS)  
PROGRAM MANAGERS

SUBJECT: NEW FORM: REPORT OF SUSPECTED DEPENDENT  
ADULT/ELDER FINANCIAL ABUSE, FORM SOC 342 AND  
REVISED FORM: REPORT OF SUSPECTED DEPENDENT  
ADULT/ELDER ABUSE, FORM SOC 341

REFERENCE: SENATE BILL 1018 (CHAPTER 140, STATUTES OF 2005)  
WELFARE AND INSTITUTIONS CODE (WIC) SECTION 15630.1

The purpose of this All-County Letter (ACL) is to provide counties with a new form, SOC 342, Report of Suspected Dependent Adult/Elder Financial Abuse. This form will be used only by financial institutions to report suspected incidents of financial abuse of dependent adults or the elderly. This ACL also addresses the revision of an existing form, SOC 341, Report of Suspected Dependent Adult/Elder Abuse. The revised version includes additional fields, which may be completed when incidents of suspected financial abuse are being reported by persons not affiliated with financial institutions.

**BACKGROUND**

Development of SOC 342 was necessary to implement the requirements of Senate Bill (SB) 1018 (Chapter 140, Statutes of 2005), which established officers and employees of financial institutions as mandated reporters of suspected financial abuse. WIC Section 15630.1 provides the definition of financial institutions. This section also describes the civil penalties assessed for failure to report incident(s) by officers and employees of financial institutions. These requirements become effective January 1, 2007 and shall sunset January 1, 2013.

To satisfy the requirements of SB 1018, officers and employees of financial institutions are required to submit both a telephone report and a written report (form SOC 342) to the local APS agency or the local law enforcement agency.

### **USE OF FORM SOC 342**

Form SOC 342 contains sections specifically addressing issues relevant to financial abuse, such as bank accounts, power of attorney for finances, direct deposit income, and trust accounts. Assistance with the development of this form came from county APS Programs and the California Bankers Association. Similar to form SOC 341, form SOC 342 includes instructions to assist with its completion. A suspected incident of abuse is required to be phoned to the local APS agency or the local law enforcement agency immediately, or as soon as practical and a written report (form SOC 342) shall be sent within two working days. Form SOC 342 directs the use of form SOC 341 to report all other suspected incidents of physical abuse or neglect.

Development of regulations that provide for financial institutions to report financial abuse is underway. These regulations will require the use of form SOC 342 only by financial institutions.

### **REVISION OF FORM SOC 341**

Form SOC 341 was revised for clarity and consistency with form SOC 342. It now includes a section that addresses information pertaining to suspected incidents of financial abuse, such as bank accounts, power of attorney for finances, direct deposit income, and trust accounts. Form SOC 341 is used by persons reporting suspected financial abuse who are not officers or employees of financial institutions. The instructions were amended to include officers and employees of financial institutions in the definition of mandated reporters.

### **FORMS DISTRIBUTION AND TRANSLATIONS**

For all public and private agencies, mandated reporters, and the general public, form SOC 341 is available in English and Spanish. For financial institutions, form SOC 342 will be available in English only. For camera-ready versions of these forms, please contact the Forms Management Unit at (916) 657-1907. If your office has internet access, you may obtain the forms from the CDSS webpage at:

[http://www.dss.cahwnet.gov/cdssweb/FormsandPu\\_271.htm](http://www.dss.cahwnet.gov/cdssweb/FormsandPu_271.htm)

ACL No.: 06-59  
Page Three

For questions regarding the use of these forms, please contact Carey Yamanaka,  
Analyst, Policy Development Unit at (916) 229-4000.

Sincerely,

***Original Document Signed By:***

EVA L. LOPEZ  
Deputy Director  
Adult Programs Division

**Attachments**

c: CWDA

Kevin Gould, Vice President  
California Bankers Association  
State Government Relations

CONFIDENTIAL REPORT - NOT SUBJECT TO PUBLIC DISCLOSURE

REPORT OF SUSPECTED DEPENDENT ADULT/ELDER ABUSE

DATE COMPLETED:

TO BE COMPLETED BY REPORTING PARTY. PLEASE PRINT OR TYPE. SEE GENERAL INSTRUCTIONS.

A. VICTIM [Check box if victim consents to disclosure of information [Ombudsman use only - WIC 15636(a)]]

Form A: VICTIM. Fields include NAME (LAST NAME FIRST), AGE, DATE OF BIRTH, SSN, GENDER, ETHNICITY, LANGUAGE, ADDRESS, CITY, ZIP CODE, TELEPHONE, PRESENT LOCATION, and checkboxes for disability status and living arrangements.

B. SUSPECTED ABUSER [Check if Self-Neglect]

Form B: SUSPECTED ABUSER. Fields include NAME OF SUSPECTED ABUSER, CARE CUSTODIAN, HEALTH PRACTITIONER, ADDRESS, ZIP CODE, TELEPHONE, GENDER, ETHNICITY, AGE, D.O.B., HEIGHT, WEIGHT, EYES, HAIR.

C. REPORTING PARTY: Check appropriate box if reporting party waives confidentiality to:

Form C: REPORTING PARTY. Fields include NAME (PRINT), SIGNATURE, OCCUPATION, AGENCY/NAME OF BUSINESS, RELATION TO VICTIM, HOW KNOWS OF ABUSE, STREET, CITY, ZIP CODE, E-MAIL ADDRESS, TELEPHONE.

D. INCIDENT INFORMATION - Address where incident occurred:

Form D: INCIDENT INFORMATION. Fields include DATE/TIME OF INCIDENT(S), PLACE OF INCIDENT (OWN HOME, COMMUNITY CARE FACILITY, HOSPITAL/ACUTE CARE HOSPITAL, HOME OF ANOTHER, NURSING FACILITY/SWING BED, OTHER).

E. REPORTED TYPES OF ABUSE [CHECK ALL THAT APPLY]

Form E: REPORTED TYPES OF ABUSE. Sections 1. PERPETRATED BY OTHERS and 2. SELF-NEGLECT. Includes checkboxes for physical, neglect, financial, abandonment, isolation, abduction, and other types of abuse.

F. REPORTER'S OBSERVATIONS, BELIEFS, AND STATEMENTS BY VICTIM IF AVAILABLE. DOES ALLEGED PERPETRATOR STILL HAVE ACCESS TO THE VICTIM? PROVIDE ANY KNOWN TIME FRAME (2 days, 1 week, ongoing, etc.). LIST ANY POTENTIAL DANGER FOR INVESTIGATOR (animals, weapons, communicable diseases, etc.).

G. TARGETED ACCOUNT

Form G: TARGETED ACCOUNT. Fields include ACCOUNT NUMBER (LAST 4 DIGITS), TYPE OF ACCOUNT (DEPOSIT, CREDIT, OTHER), TRUST ACCOUNT (YES, NO), POWER OF ATTORNEY (YES, NO), DIRECT DEPOSIT (YES, NO), OTHER ACCOUNTS (YES, NO).

H. OTHER PERSON BELIEVED TO HAVE KNOWLEDGE OF ABUSE. (family, significant others, neighbors, medical providers and agencies involved, etc.)

Form H: OTHER PERSON BELIEVED TO HAVE KNOWLEDGE OF ABUSE. Fields include NAME, ADDRESS, TELEPHONE NO., RELATIONSHIP.

I. FAMILY MEMBER OR OTHER PERSON RESPONSIBLE FOR VICTIM'S CARE. (If unknown, list contact person).

Form I: FAMILY MEMBER OR OTHER PERSON RESPONSIBLE FOR VICTIM'S CARE. Fields include NAME, ADDRESS, CITY, ZIP CODE, TELEPHONE, IF CONTACT PERSON ONLY [CHECK], RELATIONSHIP.

J. TELEPHONE REPORT MADE TO: Local APS, Local Law Enforcement, Local Ombudsman, Calif. Dept. of Mental Health, Calif. Dept. of Developmental Services

Form J: TELEPHONE REPORT MADE TO. Fields include NAME OF OFFICIAL CONTACTED BY PHONE, TELEPHONE, DATE/TIME.

K. WRITTEN REPORT Enter information about the agency receiving this report. Do not submit report to California Department of Social Services Adult Programs Bureau.

Form K: WRITTEN REPORT. Fields include AGENCY NAME, ADDRESS OR FAX #, Date Mailed, Date Faxed.

L. RECEIVING AGENCY USE ONLY Telephone Report, Written Report

Form L: RECEIVING AGENCY USE ONLY. Fields include Report Received by, Date/Time, Assigned (Immediate Response, Ten-day Response, No Initial Face-To-Face Required, Not APS, Not Ombudsman), Approved by, Assigned to (optional), Cross-Reported to (CDHS, Licensing & Cert., CDSS-CCL, CDA Ombudsman, Bureau of Medi-Cal Fraud & Elder Abuse, Mental Health, Law Enforcement, Professional Board, Developmental Services, APS, Other), Date of Cross-Report, APS/Ombudsman/Law Enforcement Case File Number.

## REPORT OF SUSPECTED DEPENDENT ADULT/ELDER ABUSE GENERAL INSTRUCTIONS

### PURPOSE OF FORM

This form, as adopted by the California Department of Social Services (CDSS), is required under Welfare and Institutions Code (WIC) Sections 15630 and 15658(a)(1). This form documents the information given by the reporting party on the suspected incident of abuse of an elder or dependent adult. "Elder," means any person residing in this state who is 65 years of age or older (WIC Section 15610.27). "Dependent Adult," means any person residing in this state, between the ages of 18 and 64, who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age (WIC Section 15610.23). Dependent adult includes any person between the ages of 18 and 64 who is admitted as an inpatient to a 24-hour health facility (defined in the Health and Safety Code Sections 1250, 1250.2, and 1250.3).

### COMPLETION OF THE FORM

1. This form may be used by the receiving agency to record information through a telephone report of suspected dependent adult/elder abuse. Complete items with an asterisk (\*) when a telephone report of suspected abuse is received as required by statute and the California Department of Social Services.
2. If any item of information is unknown, enter "unknown."
3. Item A: Check box to indicate if the victim waives confidentiality.
4. Item C: Check box if the reporting party waives confidentiality. Please note that mandated reporters are required to disclose their names, however, non-mandated reporters may report anonymously.

### REPORTING RESPONSIBILITIES

Mandated reporters (see definition below under "Reporting Party Definitions") shall complete this form for each report of a known or suspected instance of abuse (physical abuse, sexual abuse, financial abuse, abduction, neglect, (self-neglect), isolation, and abandonment (see definitions in WIC Section 15610) involving an elder or a dependent adult. **The original of this report shall be submitted within two (2) working days of making the telephone report to the responsible agency as identified below:**

- The county Adult Protective Services (APS) agency or the local law enforcement agency (if abuse occurred in a private residence, apartment, hotel or motel, or homeless shelter).
- Long-Term Care Ombudsman (LTCO) program or the local law enforcement agency (if abuse occurred in a nursing home, adult residential facility, adult day program, residential care facility for the elderly, or adult day health care center).
- The California Department of Mental Health or the local law enforcement agency (if abuse occurred in Metropolitan State Hospital, Atascadero State Hospital, Napa State Hospital, or Patton State Hospital).
- The California Department of Developmental Services or the local law enforcement agency (if abuse occurred in Sonoma Developmental Center, Lanterman Developmental Center, Porterville Developmental Center, Fairview Developmental Center, or Agnews Developmental Center).

### WHAT TO REPORT

Any mandated reporter who, in his or her professional capacity, or within the scope of his or her employment has observed, suspects, or has knowledge of an incident that reasonably appears to be physical abuse (including sexual abuse), abandonment, isolation, financial abuse, abduction, or neglect (including self-neglect), or is told by an elder or a dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, financial abuse, abduction, or neglect, shall report the known or suspected instance of abuse by telephone immediately or as soon as practicably possible, and by written report sent within two working days to the appropriate agency.

### REPORTING PARTY DEFINITIONS

Mandated Reporters (WIC) "15630 (a) Any person who has assumed full or intermittent responsibility for care or custody of an elder or dependent adult, whether or not that person receives compensation, including administrators, supervisors, and any licensed staff of a public or private facility that provides care or services for elder or dependent adults, or any elder or dependent adult care custodian, health practitioner, clergy member, or employee of a county adult protective services agency or a local law enforcement agency, is a mandated reporter."

Care Custodian (WIC) "15610.17 'Care custodian' means an administrator or an employee of any of the following public or private facilities or agencies, or persons providing care or services for elders or dependent adults, including members of the support staff and maintenance staff: (a) Twenty-four-hour health facilities, as defined in Sections 1250, 1250.2, and 1250.3 of the Health and Safety Code. (b) Clinics. (c) Home health agencies. (d) Agencies providing publicly funded in-home supportive services, nutrition services, or other home and community-based support services. (e) Adult day health care centers and adult day care. (f) Secondary schools that serve 18- to 22-year-old dependent adults and postsecondary educational institutions that serve dependent adults or elders. (g) Independent living centers. (h) Camps. (i) Alzheimer's Disease Day Care Resource Centers. (j) Community care facilities, as defined in Section 1502 of the Health and Safety Code, and residential care facilities for the elderly, as defined in Section 1569.2 of the Health and Safety Code. (k) Respite care facilities. (l) Foster homes. (m) Vocational rehabilitation facilities and work activity centers. (n) Designated area agencies on aging. (o) Regional centers for persons with developmental disabilities. (p) State Department of Social Services and State Department of Health Services licensing divisions. (q) County welfare departments. (r) Offices of patients' rights advocates and clients' rights advocates, including attorneys. (s) The Office of the State Long-Term Care Ombudsman. (t) Offices of public conservators, public guardians, and court investigators. (u) Any protection or advocacy

## GENERAL INSTRUCTIONS (Continued)

agency or entity that is designated by the Governor to fulfill the requirements and assurances of the following: (1) The federal Developmental Disabilities Assistance and Bill of Rights Act of 2000, contained in Chapter 144 (commencing with Section 15001) of Title 42 of the United States Code, for protection and advocacy of the rights of persons with developmental disabilities. (2) The Protection and Advocacy for the Mentally Ill Individuals Act of 1986, as amended, contained in Chapter 114 (commencing with Section 10801) of Title 42 of the United States Code, for the protection and advocacy of the rights of persons with mental illness. (v) Humane societies and animal control agencies. (w) Fire departments. (x) Offices of environmental health and building code enforcement. (y) Any other protective, public, sectarian, mental health, or private assistance or advocacy agency or person providing health services or social services to elders or dependent adults."

Health Practitioner (WIC) "15610.37 'Health practitioner' means a physician and surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, licensed clinical social worker or associate clinical social worker, marriage, family, and child counselor, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, or person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, a psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family, and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, or an unlicensed marriage, family, and child counselor intern registered under Section 4980.44 of the Business and Professions Code, state or county public health or social service employee who treats an elder or a dependent adult for any condition, or a coroner."

Officers and Employees of Financial Institutions (WIC) "15630.1. (a) As used in this section, "mandated reporter of suspected financial abuse of an elder or dependent adult" means all officers and employees of financial institutions. (b) As used in this section, the term "financial institution" means any of the following: (1) A depository institution, as defined in Section 3(c) of the Federal Deposit Insurance Act (12 U.S.C. Sec. 1813(c)). (2) An institution-affiliated party, as defined in Section 3(u) of the Federal Deposit Insurance Act (12 U.S.C. Sec. 1813(u)). (3) A federal credit union or state credit union, as defined in Section 101 of the Federal Credit Union Act (12 U.S.C. Sec. 1752), including, but not limited to, an institution-affiliated party of a credit union, as defined in Section 206(r) of the Federal Credit Union Act (12 U.S.C. Sec. 1786 (r)). (c) As used in this section, "financial abuse" has the same meaning as in Section 15610.30. (d)(1) Any mandated reporter of suspected financial abuse of an elder or dependent adult who has direct contact with the elder or dependent adult or who reviews or approves the elder or dependent adult's financial documents, records, or transactions, in connection with providing financial services with respect to an elder or dependent adult, and who, within the scope of his or her employment or professional practice, has observed or has knowledge of an incident that is directly related to the transaction or matter that is within that scope of employment or professional practice, that reasonably appears to be financial abuse, or who reasonably suspects that abuse, based solely on the information before him or her at the time of reviewing or approving the document, records, or transaction in the case of mandated reporters who do not have direct contact with the elder or dependent adult, shall report the known or suspected instance of financial abuse by telephone immediately, or as soon as practicably possible, and by written report sent within two working days to the local adult protective services agency or the local law enforcement agency."

### MULTIPLE REPORTERS

When two or more mandated reporters are jointly knowledgeable of a suspected instance of abuse of a dependent adult or elder, and when there is agreement among them, the telephone report may be made by one member of the group. Also, a single written report may be completed by that member of the group. Any person of that group, who believes the report was not submitted, shall submit the report.

### IDENTITY OF THE REPORTER

The identity of all persons who report under WIC Chapter 11 shall be confidential and disclosed only among APS agencies, local law enforcement agencies, LTCO coordinators, California State Attorney General Bureau of Medi-Cal Fraud and Elder Abuse, licensing agencies or their counsel, Department of Consumer Affairs Investigators (who investigate elder and dependent adult abuse), the county District Attorney, the Probate Court, and the Public Guardian. Confidentiality may be waived by the reporter or by court order.

### FAILURE TO REPORT

Failure to report by mandated reporters (as defined under "Reporting Party Definitions") any suspected incidents of physical abuse (including sexual abuse), abandonment, isolation, financial abuse, abduction, or neglect (including self-neglect) of an elder or a dependent adult is a misdemeanor, punishable by not more than six months in the county jail, or by a fine of not more than \$1,000, or by both imprisonment and fine. Any mandated reporter who willfully fails to report abuse of an elder or a dependent adult, where the abuse results in death or great bodily injury, may be punished by up to one year in the county jail, or by a fine of up to \$5,000, or by both imprisonment and fine.

Officers or employees of financial institutions (defined under "Reporting Party Definitions") are mandated reporters of financial abuse (effective January 1, 2007). These mandated reporters who fail to report financial abuse of an elder or dependent adult are subject to a civil penalty not exceeding \$1,000. Individuals who willfully fail to report financial abuse of an elder or dependent adult are subject to a civil penalty not exceeding \$5,000. These civil penalties shall be paid by the financial institution, which is the employer of the mandated reporter to the party bringing the action.

## GENERAL INSTRUCTIONS (Continued)

### EXCEPTIONS TO REPORTING

Per WIC Section 15630(b)(3)(A), a mandated reporter who is a physician and surgeon, a registered nurse, or a psychotherapist, as defined in Section 1010 of the Evidence Code, shall not be required to report a suspected incident of abuse where all of the following conditions exist:

- (1) The mandated reporter has been told by an elder or a dependent adult that he or she has experienced behavior constituting physical abuse (including sexual abuse), abandonment, isolation, financial abuse, abduction, or neglect (including self-neglect).
- (2) The mandated reporter is not aware of any independent evidence that corroborates the statement that the abuse has occurred.
- (3) The elder or the dependent adult has been diagnosed with a mental illness or dementia, or is the subject of a court-ordered conservatorship because of a mental illness or dementia.
- (4) In the exercise of clinical judgment, the physician and surgeon, the registered nurse, or the psychotherapist, as defined in Section 1010 of the Evidence Code, reasonably believes that the abuse did not occur.

Per WIC Section 15630(b)(4)(A), in a long-term care facility, a mandated reporter who the California Department of Health Services determines, upon approval by the Bureau of Medi-Cal Fraud and the Office of the State Long-Term Care Ombudsman (OSLTCO), has access to plans of care and has the training and experience to determine whether all the conditions specified below have been met, shall not be required to report the suspected incident of abuse:

- (1) The mandated reporter is aware that there is a proper plan of care.
- (2) The mandated reporter is aware that the plan of care was properly provided and executed.
- (3) A physical, mental, or medical injury occurred as a result of care pursuant to clause (1) or (2).
- (4) The mandated reporter reasonably believes that the injury was not the result of abuse.

### DISTRIBUTION OF SOC 341 COPIES

Mandated reporter: After making the telephone report to the appropriate agency, the reporter shall send the original and one copy to the agency; keep one copy for the reporter's file.

Receiving agency: Place the original copy in the case file. Send a copy to a cross-reporting agency, if applicable.

DO NOT SEND A COPY TO THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES ADULT PROGRAMS BUREAU.



FOR USE BY FINANCIAL INSTITUTIONS
REPORT OF SUSPECTED DEPENDENT ADULT/ELDER
FINANCIAL ABUSE

[CONFIDENTIAL - Not subject to public disclosure]

DATE COMPLETED:

TO BE COMPLETED BY REPORTING PERSON. PLEASE PRINT OR TYPE.

A. VICTIM

Name (Last Name First), Age, Date of Birth, SSN, Gender, Language, Address, Present Location, checkboxes for Elderly, Developmentally Disabled, etc.

B. INCIDENT INFORMATION - WHERE INCIDENT OCCURRED

Place of Incident, Address where incident(s) occurred, Date/Time of incident(s), checkboxes for Financial Institution, Own Home, etc.

C. REPORTER'S OBSERVATIONS

Open text area for reporter's observations.

(ATTACH ADDITIONAL PAGES IF NECESSARY)

D. TARGETED ACCOUNT

Account Number, Type of Account, Trust Account, Power of Attorney, Direct Deposit, Other Accounts.

E. SUSPECT INFORMATION

Name of Suspected Abuser(s), Address, Date of Birth, Age, Relationship to Victim, checkboxes for Care Custodian, Parent, etc.

F. OTHER PERSON(S) BELIEVED TO HAVE KNOWLEDGE OF ABUSE - (family, significant others, neighbors, medical providers and agencies involved, etc.)

Name, Address, Telephone Number, Relationship.

G. TELEPHONE AND WRITTEN REPORTS

Telephone Report Made To, Name of Official Contacted by Phone, Reported by, Name of Financial Institution, Address.

WRITTEN REPORT SENT TO Enter information about the agency receiving a copy of this report. Do not submit report to California Department of Social Services Adult Programs Bureau.

Name of Agency, Address or Fax #, Date Mailed, Date Faxed.

H. RECEIVING AGENCY USE ONLY Telephone Report Written Report

1. Report Received by, 2. Assigned, Approved by, Assigned to (optional), 3. Cross-Reported to, 4. APS/Ombudsman/Law Enforcement Case File Number.

**REPORT OF SUSPECTED DEPENDENT ADULT/ELDER FINANCIAL ABUSE  
FINANCIAL INSTITUTIONS ONLY  
GENERAL INSTRUCTIONS**

**PURPOSE OF THE FORM**

This form is to be used by officers and employees of financial institutions ("mandated reporter(s)") to report suspected financial abuse suffered by a dependent adult or elder. Other types of dependent adult or elder abuse may be reported using form SOC 341. This form is available on [http://www.dss.cahwnet.gov/cdssweb/On-lineFor\\_298.htm#SOC](http://www.dss.cahwnet.gov/cdssweb/On-lineFor_298.htm#SOC).

An "elder" is any person residing in California who is 65 years of age or older. A "dependent adult" is anyone residing in California who is between the ages of 18 and 64 years, who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights, including, but not limited to, persons whose physical or mental disabilities have diminished because of age. It also includes any person between the ages of 18 and 64 who is admitted as an inpatient to a 24-hour health facility.

The oral or written report may be made to the adult protective services agency (APS) in the county where the apparent victim resides, or to a law endorsement agency in the county where the incident occurred. If the mandated reporter knows the apparent victim resides in a long-term care facility, the report must be provided to the local ombudsman or local law enforcement agency. The mandated reporter must first report the incident by telephone, followed by a written report within two working days, using the form. See <http://www.dss.cahwnet.gov/pdf/apscolist.pdf> for a list of APS offices by county or [http://www.aging.state.ca.us/html/programs/ombudsman\\_contacts.html](http://www.aging.state.ca.us/html/programs/ombudsman_contacts.html) for county ombudsman offices.

**WHAT TO REPORT**

Any mandated reporter who, in his or her professional capacity, or within the scope of his or her employment has observed, suspects, or has knowledge of an incident that reasonably appears to be financial abuse, or is told by an elder or a dependent adult that he or she has experienced behavior constituting financial abuse, shall report the known or suspected instance of abuse by telephone immediately, or as soon as practicably possible, and by written report sent within two working days to the appropriate agency.

**REPORTING PARTY DEFINITIONS**

Officers and employees of financial institutions are mandated reporters of suspected financial abuse of an elder or dependent adult residing in California (WIC 15630.1). Financial abuse of an elder or dependent adult generally means the taking of real or personal property of an elder or dependent adult to a wrongful use, or assisting in doing so (WIC 15610.30). A mandated reporter who has direct contact with the elder or dependent adult, or who does not have direct contact but reviews or approves the elder's or dependent adult's financial documents, records, or transactions, and who reasonably believes that financial abuse has occurred, must report the incident by telephone immediately, or as soon as practicably possible, and by written report sent within two working days to the local adult protective services agency or the local law enforcement agency (WIC 15630.1(d)(1)).

**IDENTITY OF THE REPORTING PARTY**

The identity of all persons reporting suspected financial abuse shall be confidential and only disclosed among APS agencies, local law enforcement agencies, Long-Term Care Ombudsman (LTCO) coordinators, Bureau of Medi-Cal Fraud and Elder Abuse of the Office of the Attorney General, licensing agencies or their counsel, Investigators of the Department of Consumer Affairs who investigate elder and dependent adult abuse, the Office of the District Attorney, the Probate Court, and the Public Guardian, or upon waiver of the confidentiality by the mandated reporter or by court order.

**MULTIPLE REPORTERS**

When two or more mandated reporters are jointly knowledgeable of a suspected instance of abuse of a dependent adult or elder, and when there is agreement among them, the telephone report may be made by one member of the group. Also, a single written report may be completed by that member of the group. Any person of that group, who believes the report was not submitted, shall submit the report.

## GENERAL INSTRUCTIONS (Continued)

### FAILURE TO REPORT

Officers or employees of financial institutions (defined under "Reporting Party Definitions") are mandated reporters of financial abuse (effective January 1, 2007). These mandated reporters who fail to report financial abuse of an elder or dependent adult are subject to a civil penalty not exceeding \$1,000. Individuals who willfully fail to report financial abuse of an elder or dependent adult are subject to a civil penalty not exceeding \$5,000. These civil penalties shall be paid by the financial institution, which is the employer of the mandated reporter to the party bringing the action.

### WRITTEN REPORT

If any item of information is unknown, write "unknown" beside the item.

1. **Part A: Victim** Provide information as indicated to the extent known to you or available from financial institution records. If the apparent victim is residing at a location other than his or her address of record, indicate in "Present Location."
2. **Part B: Incident Information** Please check the appropriate box to indicate where the incident occurred. If the incident occurred at another location, please enter the address of the incident location.
3. **Part C: Reporter's Observations** Complete this part carefully and completely. Please include any of the following, as applicable:
  - Statements made by the apparent victim or the suspect;
  - Changes to banking patterns or practices; unusual account activity, such as large withdrawals or large wire transfers;
  - Abrupt changes to legal or financial documents, such as a power of attorney or trust instrument;
  - Sudden confusion by the apparent victim regarding his or her personal financial matters;
  - Repeated telephone calls to the financial institution by the apparent victim repeatedly asking the same question(s);
  - Establishment of unnecessary credit for the apparent victim himself or herself or another person;
  - Apparent victim's belief that he or she has won a lottery;
  - Observations regarding changes to the apparent victim's appearance or demeanor, etc.; or
  - Other concerns by the financial institution's officer or employee not listed above.Please attach additional pages, if necessary.
4. **Part D: Targeted Account** Complete information as indicated regarding the targeted account of the apparent victim. To ensure confidentiality, indicate only the last 4 digits of that account number. When making the report by telephone, the mandated reporter will be asked to provide the full account number. A trust account includes not only a Totten or informal trust arrangement through a deposit account, but also formal trust arrangements through a financial institution's trust department. If the apparent victim has other accounts with the financial institution, check "yes." If more than one account is affected, indicate on separate page.
5. **Part E: Suspect Information** This information is of particular importance to an agency's ability to conduct an investigation. Attach additional pages if more than one suspect is involved.
6. **Part F: Other Persons Believed to Have Knowledge of Abuse** This section is intended to identify any other persons who have knowledge of the incident(s).
7. **Part G: Telephone and written reports** This part shall be completed by the mandated reporter for statistical reporting to financial institutions, and county, state, and federal entities.
8. **Distribution of SOC 342 copies** The mandated reporter shall send the original and one copy to the appropriate agency, after the telephone report is made; keep one copy for the reporter's file. The receiving agency shall place the original copy in the case file and send a copy to the cross-reporting agency, if applicable. **DO NOT SEND A COPY TO THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES ADULT PROGRAMS OPERATIONS BUREAU.**

Riverside County  
 Department of Public Social Services

# IHSS Consumer Change Notice

[Redacted]		
<b>IHSS Case Number:</b>	<b>Date this form is completed:</b>	
<b>Name:</b>	<b>Service Month (month consumer change occurred):</b>	
<b>Phone Number:</b>	<b>Agency Office Location (city):</b>	
<b>Address:</b>	<b>Agency Supervisor Name:</b>	
	<b>Supervisor's Phone:</b>	
	<b>IHSS Social Worker (SW) Name:</b>	<b>SW Number:</b>

**Consumer Refusal:**

- 1 = Not wanting substitute home care aide (HCA); regular HCA is out → Explain **WHY** substitute is not desired
- 2 = Schedule adjustment request—but, no change to total # of authorized hours → Explain **details** of schedule adjustment(s) requested (see general examples below)
  - Examples:
    - > no holiday
    - > AM vs. PM
    - > weekdays vs. weekends
    - > change in number of days
    - > change in number of hours per day
- 3 = Not feeling well
- 4 = Was sleepy/too tired
- 5 = Family/friends visiting at consumer's home
- 6 = Not allowing entry to home (but also not ill, tired, or with family/friend visitors in home → Explain **WHY** entry is not allowed

**Consumer Unavailability/Not Home:**

- 7 = Not answering door or phone
- 8 = Doctor's appointment
- 9 = Visiting with family/friends away from home
- 10 = Vacation/Out of Town
- 11 = OTHER → (Name & Explain **WHY:** \_\_\_\_\_ )

# IHSS Consumer Change Notice

IHSS Case Number:				
Inpatient Services	Date(s):	Hours Not Served:	Reason Code*: [choose <b>one</b> from #s 1 – 11]	Explanation for Reason Codes 1, 2, 6, or 11:
	Were visits rescheduled?		If YES, then →	Reschedule date(s) and time(s):
			If NO, then →	Why?
Outpatient Services	Date(s):	Hours Not Served:	Reason Code*: [choose <b>one</b> from #s 1 – 11]	Explanation for Reason Codes 1, 2, 6, or 11:
	Were visits rescheduled?		If YES, then →	Reschedule date(s) and time(s):
			If NO, then →	Why?
Home Care Services	Date(s):	Hours Not Served:	Reason Code*: [choose <b>one</b> from #s 1 – 11]	Explanation for Reason Codes 1, 2, 6, or 11:
	Were visits rescheduled?		If YES, then →	Reschedule date(s) and time(s):
			If NO, then →	Why?
Subsidiary Transportation	Date(s):	Hours Not Served:	Reason/Explanation:	
	Were visits rescheduled?		If YES, then →	Reschedule date(s) and time(s):
			If NO, then →	Why?

# IHSS Consumer Change Notice

IHSS Case Number: \_\_\_\_\_

Schedule Adjustment Request	Were any hours served?	Were any hours NOT served then?	Report Schedule Adjustment Request under Refused or Unavailable for Services (Code 2)	
	ALL hours WERE served	then →	Report Schedule Adjustment Request below	
	Current Worker/SW assigned Schedule	Days:	Times:	<input type="checkbox"/> Check if no schedule was assigned by SW on SOC 293.
	New Worker/SW assigned Schedule	Days:	Times:	
Reason <u>WHY</u> New Schedule is being requested:				
Hospitalized	Date hospitalized or entered a SNF: _____			
	Total hours served in this service month: _____			
	Expected date of return home: _____			
	<input type="checkbox"/> Not Returning			
Deceased	Date deceased: _____		Total hours served in this service month: _____	
Move	Date moved: _____		New Phone: _____	
	New Address: _____			
	<input type="checkbox"/> Household members have changed. Number in household this service month: _____			
	The consumer's emergency contact information has changed ( <i>list below</i> ):			
Schedule Adjustment Request	<u>Adjustment Code:</u>			
	1 = DECREASE in total number of authorized hours ( <u>Example</u> : no more hours for <i>menstrual care</i> )			
	2 = INCREASE in total number of authorized hours ( <u>Example</u> : more hours for <i>feeding</i> )			
	Code:	Service Type:	Current Authorized Hours:	Requested New Authorized Hours:
	Code:	Service Type:	Current Authorized Hours:	Requested New Authorized Hours:

**We (IHSS Contracted Agency) request the following action(s):**

**NOTE:** Only request action that cannot be captured in other fields of this form.

**County Response:**



JOHN A. WAGNER  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**  
744 P Street Sacramento, CA 95814 [www.cdss.ca.gov](http://www.cdss.ca.gov)

EXHIBIT G



ARNOLD SCHWARZENEGGER  
GOVERNOR

June 15, 2010

ALL-COUNTY LETTER NO. 10-33

TO: ALL COUNTY WELFARE DIRECTORS  
ALL IHSS PROGRAM MANAGERS

SUBJECT: IN-HOME SUPPORTIVE SERVICES (IHSS) PROVIDER  
ENROLLMENT REQUIREMENTS FOR SPECIFIED PROVIDERS IN  
PENDING STATUS ON JUNE 30, 2010

REFERENCE : ALL COUNTY LETTER (ACL) NO 09-52, DATED OCTOBER 1, 2009;  
ACLs NO. 09-54 AND 09-63, DATED OCTOBER 28, 2009; ACL NO.  
09-66, DATED OCTOBER 29, 2009; AND ACL NO. 09-69 AND 09-  
70, DATED OCTOBER 31, 2009, AND, ACL 09-78 DATED  
NOVEMBER 25, 2009

Assembly Bill, Fourth Extraordinary Legislative Session (AB) X4 4 (Chapter 4, Statutes of 2009), and ABX4 19 (Chapter 17, Statutes of 2009) expanded IHSS provider enrollment requirements. These new requirements were implemented November 1, 2009 through instruction and information from the above-referenced ACLs. Providers who were enrolled prior to the effective date of these requirements were allowed until June 30, 2010 to complete the requirements. This ACL addresses circumstances under which these providers may continue as eligible providers and receive payment beyond June 30, 2010. This ACL and the policies detailed herein should be considered the most current and valid information.

**BACKGROUND**

The legislation referenced above mandated four requirements for IHSS provider enrollment with which new/ prospective and current providers must comply in order to be an eligible IHSS Provider:

REASON FOR THIS TRANSMITTAL

- State Law Change
- Federal Law or Regulation Change
- Court Order
- Clarification Requested by One or More Counties
- Initiated by CDSS

**Welfare and Institutions Code (W&IC) section 12305.81 (a) requires:**

1. The person applying to provide supportive services complete and sign an IHSS Provider Enrollment Form (SOC 426). The prospective provider must submit the form to the county in person and also present original documentation verifying his/her identity, (e.g., current photo identification and social security card) for photocopying by the county.

**W&IC section 12301.24 governs provider orientation and requires the following two elements:**

2. Effective November 1, 2009, all prospective providers must complete a provider orientation at the time of enrollment. Between November 1, 2009 and June 30, 2010, all current providers are to receive the provider orientation material, or at his/her discretion attend the orientation.
3. The Provider Enrollment Agreement, SOC 846, must be signed and dated upon completion of the orientation for new/prospective providers and after receipt of the orientation materials by existing providers. The SOC 846 states that the provider understands and agrees to the rules of the IHSS program and the responsibilities of being an IHSS provider.

**W&IC section 12301.6 (e) and 12305.86 requires:**

4. Fingerprinting and Department of Justice criminal background checks for all prospective providers effective November 1, 2009 and all current providers by July 1, 2010.

**EXTENSION OF TIME FOR CURRENT PROVIDERS TO COMPLETE PROVIDER ENROLLMENT REQUIREMENTS**

Since November 1, 2009, the counties and Public Authorities/Non-Profit Consortia (PA/NPC) have made tremendous progress towards completing the enrollment of the active IHSS providers. As of June 9, 2010, approximately 225,000 have completed the provider enrollment requirements described above and another 104,000 have completed at least one of the four enrollment requirements and are in pending status in Case Management, Information and Payrolling System (CMIPS). This is a significant accomplishment given the short timeframes within which the provider enrollment requirements were implemented and the delays that were caused by court litigation.

Although the rate of enrollment completions has been rapidly increasing, the volume of provider enrollment forms, orientations, and criminal background checks are more than can be processed by June 30, 2010. Current providers who meet one of four specified conditions outlined above will be allowed until December 31, 2010, to complete the mandated enrollment requirements.



As a reminder to counties and for purposes of the four requirements above, a current provider is defined as a provider enrolled in the CMIPS system after January 1, 2001 and prior to November 1, 2009.

- Current providers who have completed at least one of the four required steps outlined above by June 30, 2010 will continue to be eligible and receive payment after June 30, 2010 for their current recipient relationships **only**, and will have until December 31, 2010 to complete all the enrollment requirements. "Current recipient relationship" is defined as any current provider who is actively providing services to that recipient prior to July 1, 2010. Current providers who do not complete all the enrollment requirements by December 31, 2010 will be terminated.
- Current providers hired to work by a recipient after June 30, 2010 must complete all of the four required steps outlined above and be determined an eligible IHSS provider before being enrolled and paid as a provider for the recipient. If they begin working for the recipient prior to completing the requirements, they may be enrolled and paid retroactively for recipient authorized hours they provided if they are determined eligible.
- **Current providers who have not completed at least one of the four required steps outlined above by June 30, 2010 will have all their recipient relationships terminated by CMIPS and no longer be eligible as an IHSS provider or to receive payment from the IHSS program.** If these providers wish to be reinstated as an IHSS provider, they will need to complete all four required steps and be determined an eligible IHSS provider. Current providers who continue working for the recipient after June 30, 2010 and who, at a later date, complete all four enrollment requirements and are determined an eligible provider may be paid retroactively to July 1, 2010, for recipient authorized hours they provided. However, if the provider is found ineligible, the recipient will be responsible for payment of any services provided.

During the first week of June 2010, the California Department of Social Services (CDSS) issued a reminder notice to providers who had not completed at least one of the above outlined requirements, and also to their associated recipients. The letter stated that as of June 30, 2010 if the provider had not completed one of the requirements the provider would be terminated and no longer be paid by the IHSS program. In addition, CDSS will be issuing a final notification to recipients whose provider has not completed one of the requirements by mid-June. This final notification will inform the recipient of the provider(s) that will be terminated as of June 30, 2010, if the provider(s) does not complete one of the new provider enrollment requirements prior to that date.

Provider completion of requirements will be determined by the indicators on the CMIPS provider enrollment screen. Therefore, **counties must ensure Provider Enrollment screens accurately reflect what each provider has completed by June 30, 2010.** After close of business on June 30, 2010, CMIPS will run an automated batch process to terminate all providers who have not completed one of the new provider enrollment requirements from every recipient case on which they are active.

The week of July 6, 2010 CDSS will issue a report to each county (with their monthly download) of all providers and their associated recipient(s) who were terminated by this process. Counties should have plans in place to assist recipients whose current provider(s) is terminated and is no longer eligible to be paid for providing services. Additionally, counties should anticipate that some providers will only respond and start the enrollment process after they are terminated.

If a provider is terminated erroneously due to inaccurate information on the Provider Enrollment screen a process for correction has been developed. This process will be issued to counties by Program Manager Letter.

Questions or requests for clarification on policies included in this ACL should be directed to the appropriate Bureau within the Adult Programs Branch, as follows:

Criminal Background Check, Provider Enrollment Requirements	Policy Bureau at (916) 229-4000
Provider Orientation, Inter-County Transfers .....	Operations & Quality Assurance Bureau at (916) 229-3494
CMIPS Issues .....	Fiscal, Administrative & Systems Bureau at (916) 229-4002
Provider Appeals .....	Litigation & Appeals Bureau at (916) 229-4003

Sincerely,

**Original Document Signed By:**  
**Eileen Carroll**

EVA L. LOPEZ  
Deputy Director  
Adult Programs Division

c: CWDA  
CAPA

**Proposition 36 Budget Programmatic Changes  
(with attached California Penal Code Section 667.5(c) and  
1192.7)**

The 2010-11 budget agreement also contains the following programmatic changes:

- The list of crimes for which a conviction would bar an individual from being an IHSS provider has been expanded to include all serious or violent felonies (as described in the **Prop. 36 statutes – Sections 667.5(c) and 1192.7 of the Penal Code**), felony offenses for which a person is required to register as a sex offender (pursuant to Penal Code section 290), and felony fraud in excess of \$950 in any public sector program. However, for these expanded crimes, a recipient may request an individual waiver from the ban for a specific provider. The county will be required to notify recipients if their intended provider has been convicted of any of the crimes on the expanded list and provide a waiver form, which, if signed by the recipient, would release the county from any liability. In addition, an individual will be able to request a general exemption from CDSS from the ban, which would enable the individual to provide services to any recipient wanting to hire that individual. CDSS will be required to consider specified factors related to the individual's rehabilitation in granting or denying the request for the general exemption. If CDSS denies the request, then the individual may appeal in a fair hearing.

The expanded list of crimes would have a 10-year wash out period and only applies prospectively. Any providers who have already completed the provider enrollment process or who have completed at least one of the four requirements and are in pending status would not be subject to exclusion for the additional crimes. However, individuals who have already been denied as providers on the basis of their criminal background check and who are currently appealing that denial would be subject to the new list of crimes (estimated to be about 300 individuals in this status statewide).

These new provisions also take effect 90 days after the budget is enacted.

CALIFORNIA CODES

**PENAL CODE**

SECTION 654-678

**667.5.** Enhancement of prison terms for new offenses because of prior prison terms shall be imposed as follows:

(a) Where one of the new offenses is one of the violent felonies specified in subdivision (c), in addition to and consecutive to any other prison terms therefor, the court shall impose a three-year term for each prior separate prison term served by the defendant where the prior offense was one of the violent felonies specified in subdivision (c). However, no additional term shall be imposed under this subdivision for any prison term served prior to a period of 10 years in which the defendant remained free of both prison custody and the commission of an offense which results in a felony conviction.

(b) Except where subdivision (a) applies, where the new offense is any felony for which a prison sentence is imposed, in addition and consecutive to any other prison terms therefor, the court shall impose a one-year term for each prior separate prison term served for any felony; provided that no additional term shall be imposed under this subdivision for any prison term served prior to a period of five years in which the defendant remained free of both prison custody and the commission of an offense which results in a felony

conviction.

(c) For the purpose of this section, "violent felony" shall mean any of the following:

- (1) Murder or voluntary manslaughter.
  - (2) Mayhem.
  - (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
  - (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
  - (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
  - (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
  - (7) Any felony punishable by death or imprisonment in the state prison for life.
  - (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
  - (9) Any robbery.
  - (10) Arson, in violation of subdivision (a) or (b) of Section 451.
  - (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
  - (12) Attempted murder.
  - (13) A violation of Section 12308, 12309, or 12310.
  - (14) Kidnapping.
  - (15) Assault with the intent to commit a specified felony, in violation of Section 220.
  - (16) Continuous sexual abuse of a child, in violation of Section 288.5.
  - (17) Carjacking, as defined in subdivision (a) of Section 215.
  - (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
  - (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the **Penal Code**.
  - (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the **Penal Code**.
  - (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
  - (22) Any violation of Section 12022.53.
  - (23) A violation of subdivision (b) or (c) of Section 11418. The Legislature finds and declares that these specified crimes merit special consideration when imposing a sentence to display society's condemnation for these extraordinary crimes of violence against the person.
- (d) For the purposes of this section, the defendant shall be deemed to remain in prison custody for an offense until the official discharge from custody or until release on parole, whichever first occurs, including any time during which the defendant remains subject to reimprisonment for escape from custody or is reimprisoned on revocation of parole. The additional penalties provided for prior

## Exhibit H

prison terms shall not be imposed unless they are charged and admitted or found true in the action for the new offense.

(e) The additional penalties provided for prior prison terms shall not be imposed for any felony for which the defendant did not serve a prior separate term in state prison.

(f) A prior conviction of a felony shall include a conviction in another jurisdiction for an offense which, if committed in California, is punishable by imprisonment in the state prison if the defendant served one year or more in prison for the offense in the other jurisdiction. A prior conviction of a particular felony shall include a conviction in another jurisdiction for an offense which includes all of the elements of the particular felony as defined under California law if the defendant served one year or more in prison for the offense in the other jurisdiction.

(g) A prior separate prison term for the purposes of this section shall mean a continuous completed period of prison incarceration imposed for the particular offense alone or in combination with concurrent or consecutive sentences for other crimes, including any reimprisonment on revocation of parole which is not accompanied by a new commitment to prison, and including any reimprisonment after an escape from incarceration.

(h) Serving a prison term includes any confinement time in any state prison or federal **penal** institution as punishment for commission of an offense, including confinement in a hospital or other institution or facility credited as service of prison time in the jurisdiction of the confinement.

(i) For the purposes of this section, a commitment to the State Department of Mental Health as a mentally disordered sex offender following a conviction of a felony, which commitment exceeds one year in duration, shall be deemed a prior prison term.

(j) For the purposes of this section, when a person subject to the custody, control, and discipline of the Director of Corrections is incarcerated at a facility operated by the Department of the Youth Authority, that incarceration shall be deemed to be a term served in state prison.

(k) Notwithstanding subdivisions (d) and (g) or any other provision of law, where one of the new offenses is committed while the defendant is temporarily removed from prison pursuant to Section 2690 or while the defendant is transferred to a community facility pursuant to Section 3416, 6253, or 6263, or while the defendant is on furlough pursuant to Section 6254, the defendant shall be subject to the full enhancements provided for in this section.

This subdivision shall not apply when a full, separate, and consecutive term is imposed pursuant to any other provision of law.

**1192.7.** (a) (1) It is the intent of the Legislature that district attorneys prosecute violent sex crimes under statutes that provide sentencing under a "one strike," "three strikes" or habitual sex offender statute instead of engaging in plea bargaining over those offenses.

(2) Plea bargaining in any case in which the indictment or information charges any serious felony, any felony in which it is alleged that a firearm was personally used by the defendant, or any offense of driving while under the influence of alcohol, drugs, narcotics, or any other intoxicating substance, or any combination thereof, is prohibited, unless there is insufficient evidence to

prove the people's case, or testimony of a material witness cannot be obtained, or a reduction or dismissal would not result in a substantial change in sentence.

(3) If the indictment or information charges the defendant with a violent sex crime, as listed in subdivision (c) of Section 667.61, that could be prosecuted under Sections 269, 288.7, subdivisions (b) through (i) of Section 667, Section 667.61, or 667.71, plea bargaining is prohibited unless there is insufficient evidence to prove the people's case, or testimony of a material witness cannot be obtained, or a reduction or dismissal would not result in a substantial change in sentence. At the time of presenting the agreement to the court, the district attorney shall state on the record why a sentence under one of those sections was not sought.

(b) As used in this section "plea bargaining" means any bargaining, negotiation, or discussion between a criminal defendant, or his or her counsel, and a prosecuting attorney or judge, whereby the defendant agrees to plead guilty or nolo contendere, in exchange for any promises, commitments, concessions, assurances, or consideration by the prosecuting attorney or judge relating to any charge against the defendant or to the sentencing of the defendant.

(c) As used in this section, "serious felony" means any of the following:

- (1) Murder or voluntary manslaughter;
- (2) mayhem;
- (3) rape;
- (4) sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
- (5) oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
- (6) lewd or lascivious act on a child under 14 years of age;
- (7) any felony punishable by death or imprisonment in the state prison for life;
- (8) any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm;
- (9) attempted murder;
- (10) assault with intent to commit rape or robbery;
- (11) assault with a deadly weapon or instrument on a peace officer;
- (12) assault by a life prisoner on a noninmate;
- (13) assault with a deadly weapon by an inmate;
- (14) arson;
- (15) exploding a destructive device or any explosive with intent to injure;
- (16) exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem;
- (17) exploding a destructive device or any explosive with intent to murder;
- (18) any burglary of the first degree;
- (19) robbery or bank robbery;
- (20) kidnapping;
- (21) holding of a hostage by a person confined in a state prison;
- (22) attempt to commit a felony punishable by death or imprisonment in the state prison for life;
- (23) any felony in which the defendant personally used a dangerous or deadly weapon;
- (24) selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code;
- (25) any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person;
- (26) grand theft involving a firearm;
- (27) carjacking;
- (28) any

## Exhibit H

felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machinegun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

(d) As used in this section, "bank robbery" means to take or attempt to take, by force or violence, or by intimidation from the person or presence of another any property or money or any other thing of value belonging to, or in the care, custody, control, management, or possession of, any bank, credit union, or any savings and loan association.

As used in this subdivision, the following terms have the following meanings:

(1) "Bank" means any member of the Federal Reserve System, and any bank, banking association, trust company, savings bank, or other banking institution organized or operating under the laws of the United States, and any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.

(2) "Savings and loan association" means any federal savings and loan association and any "insured institution" as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 2 of the Federal Credit Union Act.

(3) "Credit union" means any federal credit union and any state-chartered credit union the accounts of which are insured by the Administrator of the National Credit Union administration.

(e) The provisions of this section shall not be amended by the Legislature except by statute passed in each house by rollcall vote entered in the journal, two-thirds of the membership concurring, or by a statute that becomes effective only when approved by the electors.

**PERSONAL CARE SERVICES PROGRAM  
PROVIDER/ENROLLMENT AGREEMENT**

**Instructions:**

- This form is to be completed in triplicate.
- This form must be completed prior to enrollment for **each** service provider/client relationship.  
Part I is to be completed by the service provider
- Part II is to be completed by the client or authorized representative as long as the authorized representative is **NOT the service provider**.
- Part III is to be completed by the county.
- The original form is to be maintained by the county and a copy given to the provider and the recipient.

**PART I - SERVICE PROVIDER**

SERVICE PROVIDER NAME				SOCIAL SECURITY NUMBER	
ADDRESS (Street, City, Zip)				PHONE (     )	
DATE OF BIRTH (Month, Day, Year)	SEX	ETHNIC ORIGIN	RELATIONSHIP TO CLIENT	START OF SERVICE (Month, Day, Year)	

**CERTIFICATION STATEMENT**

- I certify that all claims, which I submit, for services to clients of the Personal Care Services Program will be provided as authorized for the client.
- I certify that all information submitted to the county will be accurate and complete to the best of my knowledge.
- I understand that payment of these claims will be from federal and/or state funds and that any false statement, claim, or concealment of information may be prosecuted under federal and/or state laws.
- I agree that services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

SERVICE PROVIDER'S SIGNATURE	DATE
------------------------------	------

**PART II - CLIENT CERTIFICATION**

I certify that the service provider named above is qualified to provide personal care services for me as authorized by the county.

CLIENT'S NAME	CASE NUMBER
CLIENT'S SIGNATURE (Or Authorized Representative)	DATE

**PART III - RECORD RETENTION**

On behalf of the service provider, the county shall keep all records which are necessary to fully disclose the extent of services to the client for a minimum of three years from the date of service; and on request shall furnish the records for audit to the State of California or the U.S. Department of Health and Human Services or their duly authorized representatives.

AUTHORIZED COUNTY REPRESENTATIVE'S SIGNATURE	SERVICE WORKER NUMBER	DATE
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**PART IV - HEALTH SERVICES APPROVAL**

The Department certifies that the person named above will be an enrolled Medi-Cal provider of personal care services.

California Department of Health Services



## IN-HOME SUPPORTIVE SERVICES (IHSS) PROVIDER ENROLLMENT AGREEMENT

I, \_\_\_\_\_, UNDERSTAND I AM REQUIRED TO ATTEND THE IHSS PROVIDER  
(PRINT NAME)

**ORIENTATION TO BE ELIGIBLE TO PROVIDE IHSS. HOWEVER, IF I HAVE BEEN A PROVIDER (ON OR BEFORE OCTOBER 31, 2009), I HAVE THE OPTION TO ATTEND AN IHSS ORIENTATION OR I MAY RECEIVE THE PROVIDER ORIENTATION INFORMATION DIRECTLY FROM THE COUNTY IHSS OFFICE.**

1. During the required orientation for IHSS providers:
  - I was given the requirements to be an eligible IHSS provider and a description of the IHSS program. I was informed of my responsibilities as an IHSS provider.
  - I was informed of the consequences of committing fraud in the IHSS program.
  - I was given the Medi-Cal toll-free telephone fraud hotline number, 1-800-822-6222 and Internet Web site, <http://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx> for reporting suspected fraud or abuse in the IHSS program.
2. I received a demonstration of, and understand, how to complete my timesheet. If I have been a provider (on or before October 31, 2009), I received information on the new timesheet and understand how to complete it.
  - I understand the timesheet should indicate only the authorized services I performed for the recipient and the time needed to perform those authorized services. I understand that my signature on my timesheet verifies that the information I reported on it is true and correct.
  - I understand that, if I am convicted of fraudulently reporting information on my timesheet, in addition to any criminal penalties, I may be required to pay civil penalties of at least \$500, and not more than \$1,000, for each violation of fraud.
  - I understand that when required, it will be necessary for me to place my fingerprint on my timesheet in order to be paid.
3. I understand that I am required to complete Form I-9, a form kept on file by the recipient, which states that I have the legal right to work in the United States.
4. I understand I have the option to submit Form W-4 to request federal income tax withholding and/or Form DE 4 to request state income tax withholding from my wages. I understand that if I do not submit Form W-4 and/or DE 4, no withholding will be taken out of my wages.
5. I understand services cannot be performed when the recipient is away from his/her home (for example, when the recipient is in the hospital or away on vacation). I will contact the recipient's social worker for approval of any services that may be performed when the recipient is away from the home.
  - I understand that, in the future, I will receive an information sheet that names the recipient and the services I am authorized to perform for that recipient.
6. I will cooperate with state or county staff to provide requested information related to the evaluation of a recipient's IHSS case.

**I UNDERSTAND THE IHSS PROGRAM RULES EXPLAINED AT THE PROVIDER ORIENTATION OR BY THE PROVIDER ORIENTATION INFORMATION GIVEN TO ME BY THE COUNTY IHSS OFFICE. I ACCEPT THE RESPONSIBILITY TO FOLLOW ANY INFORMATION PROVIDED BY THE COUNTY. I UNDERSTAND THAT FAILURE TO FOLLOW THE REQUIREMENTS PROVIDED TO ME MAY RESULT IN BEING TERMINATED AS AN IHSS PROVIDER.**

\_\_\_\_\_  
Provider's Signature

\_\_\_\_\_  
Date



JOHN A. WAGNER  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**  
744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)

EXHIBIT K



ARNOLD SCHWARZENEGGER  
GOVERNOR

October 28, 2009

ALL-COUNTY LETTER NO.: 09-54

TO: ALL COUNTY WELFARE DIRECTORS  
ALL IN-HOME SUPPORTIVE SERVICE (IHSS) PROGRAM MANAGERS

SUBJECT: IN-HOME SUPPORTIVE SERVICES (IHSS) PROVIDER ORIENTATION

REFERENCE: ASSEMBLY BILL X4 NO. 19

This All-County Letter (ACL) provides information regarding the new requirement for all providers to complete In-Home Supportive Services (IHSS) Provider Orientation, which resulted from passage of Assembly Bill (AB) X4 19 (Chapter 17, Statutes of 2009). ABX4 19 added Section 12301.24 to the Welfare and Institutions Code (WIC).

### **BACKGROUND**

This legislation requires that effective November 1, 2009; all prospective providers must complete a Provider Orientation at the time of enrollment. All current IHSS providers shall receive the same Provider Orientation information before June 30, 2010. It further directs the California Department of Social Services (CDSS) to develop the Provider Orientation in consultation with the counties and include, but not be limited to, the following:

- The requirements to be an IHSS provider;
- A description of the IHSS program;
- The rules, regulations, and provider-related processes and procedures, including timesheets.
- The consequences of committing fraud in the IHSS program; and
- The Medi-Cal toll-free telephone fraud hotline and internet web site for reporting suspected fraud or abuse in the provision or receipt of supportive services.

**REASON FOR THIS TRANSMITTAL**

- State Law Change  
 Federal Law or Regulation Change  
 Court Order  
 Clarification Requested by One or More Counties  
 Initiated by CDSS

### **ORIENTATION CURRICULUM**

The orientation curriculum was developed by CDSS in consultation with California State University Sacramento (CSUS). Two meetings were held to obtain stakeholder input during early development. Representatives included:

- County representatives, through the California Welfare Directors Association (CWDA),
- Public Authority representatives, through the California Association of Public Authorities (CAPA),
- Representatives from Service Employees International Union (SEIU),
- Representatives from the United Domestic Workers (UDW),
- Representatives from the IHSS Coalition, and
- Public representatives.

In addition, CDSS solicited input from Select counties on their existing provider training programs and received materials that were used in the development of the Provider Orientation, such as a fraud prevention video developed by the County of Fresno.

CSUS will serve as the clearinghouse for all Provider Orientation materials and distribute copies at no cost to the counties. In the Initial release, which occurred on October 19, 2009, CSUS distributed the following Materials:

- A master copy of the Provider Orientation Training on CD-Rom and instructions for viewing (Estimated viewing time: 40 minutes).
- Handouts (100 copies) that included:
  1. Services Covered by IHSS, including a time conversion chart for completing the timesheet
  2. Mandated Reporter
  3. Medi-Cal Fraud and Abuse
  4. Tips for Avoiding Fraud

Translated copies of an Orientation Guide consisting of the information covered in the CD-Rom have been developed and will be distributed to the counties within the week. The Orientation Guide was designed for distribution to existing providers who do not attend the on-site Provider Orientation training and do not have access to a computer.

CSUS is currently completing the translation of the Orientation materials in Armenian, Chinese and Spanish. These materials will also be distributed to the counties within the week.

New providers must attend the Orientation Training on-site at the county or Public Authority and receive the handouts. Current providers may attend the on-site training or receive a copy of the CD-Rom for viewing at home or if they cannot view the CD at home, a copy of the Provider Guide when available. Current providers also must receive the required handouts.

### **RELATED ACLS**

An ACL addressing the criminal background investigations and the list of criminal offenses that would bar an individual's enrollment as a provider was released for stakeholder comment on October 23, 2009. Once the final ACL is released, the list of criminal offenses will be added to the Provider Orientation hand outs and distributed by CSUS.

ACL 95-02, New In-Home Supportive Services Provider Enrollment Requirements and Revised Provider Enrollment Form (SOC 426), was released on October 1, 2009. The ACL and the Provider Enrollment form are available on the CDSS website. The Provider Agreement form (SOC 846) will be released on October 26, 2009, for stakeholder review and, once finalized, will be posted on the CDSS web site.

### **COUNTY RESPONSIBILITIES**

- Beginning November 1, 2009, counties are required to ensure that all prospective providers attend a Provider Orientation before they are enrolled and become a paid provider.
- Prior to June 30, 2010, counties must ensure that all current IHSS providers either attend an on-site orientation or receive the Provider Orientation materials.
- Counties are required to use the materials developed by CDSS, but may supplement the Orientation with county-specific information and/or directions.
- Following receipt of the Provider Orientation materials, counties must obtain a signed agreement from each provider stating that they understand and agree to the rules and requirements to be a provider under the IHSS program. This form will be available on-line.
- The county shall indefinitely retain the signed agreement in provider's file.
- Counties must inform providers that their refusal to sign the agreement shall result in their ineligibility as an IHSS provider.

- Counties must document that all providers have received the Orientation. If counties elect to have the Public Authority (PA) conduct the Provider Orientations, they must ensure the PA uses the required materials and provide the same documentation. Each county shall provide needed bilingual/interpretive services and translations to non-English or limited English proficient populations as required by the Dymally Alatorre Bilingual Services Act (Government Code section 7290 et seq.) and by State regulation (MPP Division 21, Civil Rights Nondiscrimination, section 115).

### **PROVIDER RE-ENROLLMENT**

Provided there are no changes in the information that was reported, once an individual has been enrolled as a provider, it remains valid for a period of one year beyond the time that the individual stops providing services, provided that the county/PA has continued to receive the subsequent notices from the Department of Justice (DOJ).

If an enrolled provider stops providing services for a period longer than one year or DOJ was directed to discontinue sending subsequent notices during the one year break in service, the person will be required to complete the Provider Orientation and enrollment forms and go through the standard county review process before he/she can be begin providing services again.

### **FISCAL INFORMATION**

A County Fiscal Letter (CFL) outlining the allocation of the funds relating to the expenses for this mandatory Provider Orientation training will be forthcoming.

If you have any questions regarding the Provider Orientation, please contact Michele Loftin, Manager, Program Integrity and Training Unit, at (916) 229-4005.

Sincerely,

***Original Document Signed By:***

EVA L. LOPEZ  
Deputy Director  
Adult Programs Division

**DEPARTMENT OF SOCIAL SERVICES**

744 P Street, Sacramento, CA 95814



August 23, 2006

Regulation Package #1105-19

CDSS MANUAL LETTER NO. SS-06-01

TO: HOLDERS OF THE SOCIAL SERVICE STANDARDS MANUAL, DIVISION 30

**Regulations Package #1105-19****Effective 06/26/06****Sections 30-757 and 30-761**

This manual letter has been posted on the Office of Regulations Development website at [http://www.dss.cahwnet.gov/ord/SocialServ\\_620.htm](http://www.dss.cahwnet.gov/ord/SocialServ_620.htm).

Budget Trailer Bill, Senate Bill (SB) 1104 (Chapter 229, Statutes of 2004) adopted the Quality Assurance Initiative in the provision of supportive services (In-Home Supportive Services [IHSS]). Provisions from the legislation require the California Department of Social Services (CDSS) to adopt emergency regulations to implement amended Welfare and Institutions Code Section 12301.1 which authorizes varying intervals for assessing recipients' continuing needs for supportive services, and Section 12301.21 which requires the use of a standard statewide form to obtain medical certification for a person's protective supervision needs.

These regulations were considered at the public hearing held on August 16, 2006, and were effective on June 26, 2006.

**FILING INSTRUCTIONS**

**Revisions to all manuals are indicated by a vertical line in the left margin.** The attached pages are to be entered in your copy of the Manual of Policies and Procedures. The latest prior manual letter containing Social Service Standards changes was SS-04-01.

**Page(s)**69 through 74  
78 through 83**Replace(s) page(s)**69 through 74  
78 through 83

Attachments

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**30-757**                      **PROGRAM CONTENT (Continued)**                      **30-757**

- .15 Assistance by the provider is available for transportation when the recipient's presence is required at the destination and such assistance is necessary to accomplish the travel, limited to:
  - .151 Transportation to and from appointments with physicians, dentists and other health practitioners.
  - .152 Transportation necessary for fitting health related appliances/devices and special clothing.
  - .153 Transportation under .151 and .152 above shall be authorized only after social service staff have determined that Medi-Cal will not provide transportation in the specific case.
  - .154 Transportation to the site where alternative resources provide in-home supportive services to the recipient in lieu of IHSS.
  
- .16 Yard hazard abatement is light work in the yard which may be authorized for:
  - .161 Removal of high grass or weeds, and rubbish when this constitutes a fire hazard.
  - .162 Removal of ice, snow or other hazardous substances from entrances and essential walkways when access to the home is hazardous.
  - .163 Such services are limited by Sections 30.763.235(b) and .24.
  
- .17 Protective Supervision consists of observing recipient behavior in order to safeguard the recipient against injury, hazard, or accident.



30-757

## PROGRAM CONTENT (Continued)

30-757

- .171 Protective Supervision is available for observing the behavior of nonself-directing, confused, mentally impaired, or mentally ill persons only.
- (a) Protective Supervision may be provided through the following, or combination of the following arrangements.
    - (1) In-Home Supportive Services program;
    - (2) Alternative resources such as adult or child day care centers, community resource centers, Senior Centers; respite centers;
    - (3) Voluntary resources;
    - (4) A reassurance phone service when feasible and appropriate.
- .172 Protective Supervision shall not be authorized:
- (a) For friendly visiting or other social activities;
  - (b) When the need is caused by a medical condition and the form of the supervision required is medical.
  - (c) In anticipation of a medical emergency;
  - (d) To prevent or control anti-social or aggressive recipient behavior.
  - (e) To guard against self-destructive behavior.
- .173 Protective Supervision is only available under the following conditions as determined by social service staff:
- (a) At the time of the initial assessment or reassessment, a need exists for twenty-four-hours-a-day of supervision in order for the recipient to remain at home safely.
    - (1) For a person identified by county staff to potentially need Protective Supervision, the county social services staff shall request that the form SOC 821 (11/05), "Assessment of Need for Protective Supervision for In-Home Supportive Services Program," be completed by a physician or other appropriate medical professional to certify the need for Protective Supervision and returned to the county.

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**SOCIAL SERVICES STANDARDS**

**Regulations**

**SERVICE PROGRAM NO. 7: IN-HOME SUPPORT SERVICES**

**30-757 (Cont.)**

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**30-757**

**PROGRAM CONTENT (Continued)**

**30-757**

- (A) For purposes of this regulation, appropriate medical professional shall be limited to those with a medical specialty or scope of practice in the areas of memory, orientation, and/or judgment.
  
- (2) The form SOC 821 (11/05) shall be used in conjunction with other pertinent information, such as an interview or report by the social service staff or a Public Health Nurse, to assess the person's need for Protective Supervision.
  
- (3) The completed form SOC 821 (11/05) shall not be determinative, but considered as one indicator of the need for Protective Supervision.
  
- (4) In the event that the form SOC 821 (11/05) is not returned to the county, or is returned incomplete, the county social services staff shall make its determination of need based upon other available information.

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**HANDBOOK BEGINS HERE**

- (5) Other available information can include, but is not limited to, the following:
  - (A) A Public Health Nurse interview;
  - (B) A licensed health care professional reports;
  - (C) Police reports;
  - (D) Collaboration with Adult Protective Services, Linkages, and/or other social service agencies;
  - (E) The social service staff's own observations.

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**HANDBOOK ENDS HERE**

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- (b) At the time of reassessment of a person receiving authorized Protective Supervision, the county social service staff shall determine the need to renew the form SOC 821 (11/05).
  - (1) A newly completed form SOC 821 (11/05) shall be requested if determined necessary, and the basis for the determination shall be documented in the recipient's case file by the county social service staff.

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**CALIFORNIA-DSS-MANUAL-SS**

**MANUAL LETTER NO. SS-06-01**

**Effective 6/26/06**

**30-757**      **PROGRAM CONTENT (Continued)**      **30-757**

- (c) Recipients may request protective supervision. Recipients may obtain documentation (such as the SOC 821) from their physicians or other appropriate health care professionals for submission to the county social service staff to substantiate the need for protective supervision.
  
- .174 Social Services staff shall discuss the need for twenty-four-hours-a-day supervision with the recipient, or the recipient's guardian or conservator, the appropriateness of out-of-home care as an alternative to Protective Supervision.
  
- .175 (Reserved.)
  
- .176 County Social Services staff shall obtain a signed statement from the provider(s) of record or any other person(s) who agrees to provide any In-Home Supportive Services (IHSS) or PCSP compensable service voluntarily. The statement [Form SOC 450 (10/98)] shall indicate that the provider knows of the right to compensated services, but voluntarily chooses not to accept any payment, or reduced payment, for the provision of services.
  - (a) The voluntary services certification for IHSS shall contain the following information:
    - (1) Services to be performed;
    - (2) Recipient(s) name;
    - (3) Case number;
    - (4) Day(s) and/or hours per month service(s) will be performed;
    - (5) Provider of services;
    - (6) Provider's address and telephone number;
    - (7) Provider's signature and date signed;
    - (8) Name and signature of Social Service Worker;
    - (9) County; and
    - (10) Social Security Number (Optional, for identification purposes only [Authority: Welfare and Institutions Code Section 12302.2]).

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**SOCIAL SERVICES STANDARDS**

**Regulations**

**SERVICE PROGRAM NO. 7: IN-HOME SUPPORT SERVICES**

**30-757 (Cont.)**

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**30-757**

**PROGRAM CONTENT (Continued)**

**30-757**

- .18 Teaching and demonstration services provided by IHSS providers to enable recipients to perform for themselves services which they currently receive from IHSS. Teaching and demonstration services are limited to instruction in those tasks specified in .11, .13, .14, and .16 above.
- .181 This service shall be provided by persons who ordinarily provide IHSS. The hourly rate of provider compensation shall be the same as that paid to other IHSS providers in the county for the delivery method used.
- .182 This service shall only be provided when the provider has the necessary skills to do so effectively and safely.
- .183 Services shall be authorized for no more than three months.
- .184 Services shall be authorized only when there is a reasonable expectation that there will be a reduction in the need for a specified IHSS funded service as a result of the service authorized under this category which is at least equivalent to the cost of the services provided under this category.
- (a) The reduction in cost is equivalent if the full cost of service authorized under this part is recovered within six months after the conclusion of the training period.
- .185 Within seven months after completion of teaching and demonstration in a specific case, social service staff shall report in to the Department on the results of the service. The report shall include:
- (a) The tasks taught.
- (b) The instructional method used.
- (c) The delivery method used.
- (d) The frequency and duration of the instruction.
- (e) The total need for each service to be affected both before and six months after the instruction.
- (f) The results of instruction including the number of hours of each authorized IHSS funded service to be affected by the instruction both before and six months after the end of the instruction in hours per month.
- (g) The hourly rate paid the provider.

**30-757**      **PROGRAM CONTENT (Continued)**      **30-757**

- .19 Paramedical services, under the following conditions:
- .191 The services shall have the following characteristics:
- (a) are activities which persons would normally perform for themselves but for their functional limitations,
  - (b) are activities which, due to the recipient's physical or mental condition, are necessary to maintain the recipient's health.
  - (c) are activities which include the administration of medications, puncturing the skin, or inserting a medical device into a body orifice, activities requiring sterile procedures, or other activities requiring judgment based on training given by a licensed health care professional.
- .192 The services shall be provided when ordered by a licensed health care professional who is lawfully authorized to do so. The licensed health care professional shall be selected by the recipient. The recipient may select a licensed health care professional who is not a Medi-Cal provider, but in that event shall be responsible for any fee payments required by the professional.
- .193 The services shall be provided under the direction of the licensed health care professional.
- .194 The licensed health care professional shall indicate to social services staff the time necessary to perform the ordered services.
- .195 This service shall be provided by persons who ordinarily provide IHSS. The hourly rate of provider compensation shall be the same as that paid to other IHSS providers in the county for the delivery method used.
- .196 The county shall have received a signed and dated order for the paramedical services from a licensed health care professional. The order shall include a statement of informed consent saying that the recipient has been informed of the potential risks arising from receipt of such services. The statement of informed consent shall be signed and dated by the recipient, or his/her guardian or conservator. The order and consent shall be on a form developed or approved by the department.

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**SOCIAL SERVICES STANDARDS**

**Regulations**

**SERVICE PROGRAM NO. 7: IN-HOME SUPPORT SERVICES**

**30-758 (Cont.)**

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**30-757 PROGRAM CONTENT (Continued)**

**30-757**

- .197 In the event that social services staff are unable to complete the above procedures necessary to authorize paramedical services during the same time period as that necessary to authorize the services described in .11 through .18, social services staff shall issue a notice of action and authorize those needed services which are described in .11 through .18 in a timely manner as provided in Section 30-759. Paramedical services shall be authorized at the earliest possible subsequent date.
- .198 In no event shall paramedical services be authorized prior to receipt by social services staff of the order for such services by the licensed health care professional. However, the cost of paramedical services received may be reimbursed retroactively provided that they are consistent with the subsequent authorization and were received on or after the date of application for the paramedical services.

NOTE: Authority cited: Sections 10553, 10554, and 12300(b), Welfare and Institutions Code; and Chapter 939, Statutes of 1992. Reference: Peremptory Writ of Mandate, Disabled Rights Union v. Woods, Superior Court, Los Angeles County, Case #C 380047; Miller v. Woods/Community Services for the Disabled v. Woods, Superior Court, San Diego County, Case Numbers 468192 and 472068; and Sections 12300, 12300(c)(7), 12300(f), 12300(g), 12300.1, and 12301.21, Welfare and Institutions Code.

**30-758 TIME PER TASK AND FREQUENCY GUIDELINES**

**30-758**

- .1 When assessing the need for the services specified in .11 through .15 below in accordance with the provisions of Section 30-763.2, the assessed time shall not exceed the guidelines listed except as provided in .4 below.
- .11 Domestic services - The guideline time for "domestic services" shall not exceed 6.0 hours total per month per household.

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**HANDBOOK BEGINS HERE**

- .111 Tasks included in domestic services are identified in Section 30-757.11.

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**HANDBOOK ENDS HERE**

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- .12 Laundry -

- .121 For laundry services where laundry facilities are available in the home, the guideline time shall not exceed 1.0 hours total per week per household.

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CALIFORNIA-DSS-MANUAL-SS

MANUAL LETTER NO. SS-06-01

Effective 6/26/06

**HANDBOOK BEGINS HERE**

- (a) In-home laundry service is defined and limited in Section 30-757.135.
- (b) In assessing time for in-home laundry services, it is expected that the provider will accomplish other tasks while clothes are washing and drying.

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**HANDBOOK ENDS HERE**

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- .122 For laundry services where laundry facilities are not available in the home, the guideline time shall not exceed 1.5 hours total per week per household.

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**HANDBOOK BEGINS HERE**

- (a) Out-of-home laundry service is defined and limited in Section 30-757.135.
- (b) It is expected that the typical provider will use a local laundromat during nonpeak hour time and will utilize as many machines simultaneously as necessary for efficient time utilization.

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**HANDBOOK ENDS HERE**

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- .13 Food Shopping - The guideline time for "food shopping" shall not exceed 1.0 hour total per week per household.

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**HANDBOOK BEGINS HERE**

- .131 Food shopping is defined and limited in Section 30-757.136.

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**HANDBOOK ENDS HERE**

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- .14 Other shopping errands - The guideline time for "other shopping/errands" shall not exceed 0.5 hours total per week per household.

<b>30-760</b>	<b>RESPONSIBILITIES</b>	<b>30-760</b>
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.1 Applicant/Recipient Responsibilities

The applicant/recipient, his/her conservator, or in the case of a minor, his/her parents or guardian shall be responsible for:

- .11 Completing or participating in completion of all documents required in the determination of eligibility and need for services.
- .12 Making available to the county all documents that are in his/her possession or available to him/her which are needed to determine eligibility and need for service.
- .13 Reporting all known facts which are material to his/her eligibility and level of need.
- .14 Reporting within ten calendar days of the occurrence, any change in any of these facts.
- .15 Reporting all information necessary to assure timely and accurate payment to providers of service.
- .16 Reporting within 10 calendar days when a change of residence places the recipient within the jurisdiction of another county.

.2 County Responsibilities

- .21 Informing recipients of their rights and responsibilities in relation to eligibility and need for services.
- .22 Evaluating the capacity of applicants or recipients to discharge their responsibilities as set forth in .1 above.
- .23 Assisting recipients as needed in establishing their eligibility and need for service.
- .24 Correctly determining eligibility and need.
- .25 Complying with administrative standards to insure timely processing of recipient requests for service.

NOTE: Authority Cited: Sections 10553 and 10554, Welfare and Institutions Code; and Chapter 939, Statutes of 1992. Reference: Sections 11102, 12301, and 14132.95, Welfare and Institutions Code.



**30-761 NEEDS ASSESSMENT STANDARDS****30-761**

- .1 Services shall be authorized only in cases which meet the following condition:
  - .11 The recipient is eligible as specified in Sections 30-755 or 30-780, except that services may be authorized on an interim basis as provided in Section 30-759.3.
  - .12 A needs assessment establishes a need for the services identified in Section 30-757 consistent with the purposes of the IHSS program, as specified in Section 30-700.1, except as provided in Section 30-759.8.
  - .13 Social services staff of the designated county department has had a face-to-face contact with the recipient in the recipient's home at least once within the past 12 months, except as provided in Sections 30-761.215 through .217, and has determined that the recipient would not be able to remain safely in his/her own home without IHSS. If the face-to-face contact is due but the recipient is absent from the state but still eligible to receive IHSS pursuant to the requirements stated in Section 30-770.4, Residency, the face-to-face requirement is suspended until such time as the recipient returns to the state.
  - .14 Performance of the service by the recipient would constitute such a threat to his/her health/safety that he/she would be unable to remain in his/her own home.
- .2 Needs Assessments
  - .21 Needs assessments are performed:
    - .211 Prior to the authorization of IHSS services when an applicant is determined to be eligible, except in emergencies as provided in Section 30-759.8.
    - .212 Prior to the end of the twelfth calendar month from the last face-to-face assessment except as provided in Sections 30-761.215 through .217.
      - (a) If a reassessment is completed before the twelfth calendar month, the month for the next reassessment shall be adjusted to the 12-month requirement except as provided in Section 30-761.215 through .217.

**HANDBOOK BEGINS HERE**

- .213 Example: If a recipient's initial face-to-face assessment for IHSS was completed on December 12th, the county may complete the next reassessment anytime prior to December 31st.
- .214 Example: If a reassessment is completed on September 15th, prior to the actual twelfth calendar month because of a change in the recipient's condition, the next reassessment shall occur anytime prior to September 30th.

**HANDBOOK ENDS HERE**

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- .215 Except for IHSS Plus Waiver cases, prior to the end of the eighteenth calendar month from the last reassessment if the county opted to extend the assessment in accordance with these regulations. A county may opt to extend the time for a reassessment for up to six months beyond the regular 12-month period on a case-by-case basis if the county can document that all the following conditions exist, except as provided in Section 30-761.216:
  - (a) The recipient had at least one reassessment since the initial program intake assessment; and
  - (b) The recipient's living arrangement has not changed since the last annual assessment; and:
    - (1) The recipient lives with others (i.e., spouse, parent, live-in provider, housemate, children, a relative or non-relative); or
    - (2) Has regular meaningful contact with persons interested in the recipient's well being other than his/her provider; and
  - (c) The recipient is able to satisfactorily direct his/her care; or:
    - (1) If the recipient is a minor, his/her parent or legal guardian is able to satisfactorily direct the recipient's care; or
    - (2) If the recipient is incompetent, his/her conservator is able to satisfactorily direct the recipient's care; and
  - (d) There has not been any known change in the recipient's supportive services needs in the previous 24 months; and

30-761

## NEEDS ASSESSMENT STANDARDS (Continued)

30-761

- (e) There have not been any reports to, or involvements of, an adult protective services agency or other agencies responsible for addressing the health and safety of individuals documented in the case record since the last assessment; and
  - (f) The recipient has not had a change in provider(s) in the previous six months; and
  - (g) The recipient has not reported a change in his/her supportive services needs that requires a reassessment; and
  - (h) The recipient has not been hospitalized in the previous three months.
- .216 If some, but not all, conditions specified in Section 30-761.215(a) through (h) are met, the county may consider other factors in determining if the extended assessment period is appropriate. The factors include, but are not limited to:
- (a) Involvement in the recipient's care from a social worker case manager or similar representative of a human services agency, such as Multi Services Seniors Program (MSSP), Linkages, a regional center, or county mental health program; or
  - (b) Prior to the end of the twelfth calendar month following the last assessment, the county receives a medical report from a physician or other licensed health care professional that states the recipient's medical condition is not likely to change.
    - (1) For purposes of this regulation, a licensed health care professional means a medical professional licensed in California acting within the scope of his or her license or certificate as defined in the California Business and Professions Code, and who has knowledge of the recipient's medical history.
- .217 If the county opts to extend the reassessment period as provided in Section 30-761.215 through .216, the county shall document the basis of the decision in the case file.
- .218 When the county has information indicating that the recipient's need for supportive services is expected to decrease in less than 12 months, the county may reassess the recipient's needs in less than 12 months since the last assessment.
- .219 The county shall reassess the recipient's need for services:
- (a) Any time the recipient notifies the county of a need to adjust the service hours authorized due to a change in circumstances; or

**30-761****NEEDS ASSESSMENT STANDARDS (Continued)****30-761**

- (b) When there is other pertinent information which indicates a change in circumstances affecting the recipient's need for supportive services.
- .22 Repealed by Manual Letter No. 82-67 (10/1/82).
- .23 The designated county department shall not delegate the responsibility to do needs assessments to any other agency or organization.
- .24 The needs assessment shall identify the types and hours of services needed and the services which will be paid for by the IHSS program.
- .25 No services shall be determined to be needed which the recipient is able to perform in a safe manner without an unreasonable amount of physical or emotional stress.

**30-761      NEEDS ASSESSMENT STANDARDS (Continued)      30-761**

- .26 Social service staff shall determine the need for services based on all of the following:
- .261 The recipient's physical/mental condition, or living/social situation.
    - (a) These conditions and situations shall be determined following a face-to-face contact with the recipient, if necessary.
  - .262 The recipient's statement of need.
  - .263 The available medical information.
  - .264 Other information social service staff consider necessary and appropriate to assess the recipient's needs.
- .27 A needs assessment and authorization form shall be completed for each case and filed in the case record. The county shall use the needs assessment form developed or approved by the Department. The needs assessment form shall itemize the need for services and shall include the following:
- .271 Recipient information including age, sex, living situation, the nature, and extent of the recipient's functional limitations, and whether the recipient is severely impaired.
  - .272 The types of services to be provided through the IHSS program, the service delivery method and the number of hours per service per week.
  - .273 Types of IHSS provided without cost or through other resources, including sources and amounts of those services.
  - .274 Unmet need for IHSS.
  - .275 Beginning date of service authorization.

**30-761      NEEDS ASSESSMENT STANDARDS (Continued)      30-761**

- .28      Services authorized shall be justified by and consistent with the most recent needs assessment, but shall be limited by the provisions of Section 30-765.
- .3      IHSS staff shall be staff of a designated county department.
- .31      Classification of IHSS assessment workers shall be at the discretion of the county.
- .32      IHSS assessment workers shall be trained in the uniformity assessment system.

NOTE: Authority cited: Sections 10553 and 10554, Welfare and Institutions Code. Reference: Sections 12301.1 and 14132.95, Welfare and Institutions Code; and the State Plan Amendment, approved pursuant to Section 14132.95(b), Welfare and Institutions Code.

**30-763      SERVICE AUTHORIZATION      30-763**

- .1      Services staff shall determine the need for only those tasks in which the recipient has functional impairments. In the functions specified in Section 30-756.2, a functional impairment shall be a rank of at least 2.
  - .11      The applicant/recipient shall be required to cooperate to the best of his/her ability in the securing of medical verification which evaluates the following:
    - .111      His/her present condition.
    - .112      His/her ability to remain safely in his/her own home without IHSS services.
    - .113      His/her need for either medical or nonmedical out-of-home care placement if IHSS were not provided.
    - .114      The level of out-of-home care necessary if IHSS were not provided.

**30-763 SERVICE AUTHORIZATION (Continued) 30-763**

- .12 Applicant/recipient failure to cooperate as required in Section 30-763.11 shall result in denial or termination of IHSS.
- .2 Using the needs assessment form, services staff shall calculate the number of hours per week needed for each of the services determined to be needed by the procedure described in Section 30-763.1.
- .3 Shared Living Arrangements: The following steps apply to assessing need for clients who live with another person(s). With certain exceptions specified in Section 30-763.4, the need for IHSS shall be determined in the following manner.
  - .31 Domestic Services and Heavy Cleaning
    - .311 The living area in the house shall be divided into areas used solely by the recipient, areas used in common with others, and areas not used by the recipient.
    - .312 No need shall be assessed for areas not used by the recipient.
    - .313 The need for services in common living areas shall be prorated to all the housemates, the recipient's need being his/her prorated share.
    - .314 For areas used solely by the recipient, the assessment shall be based on the recipient's individual need.
  - .32 Related Services need shall be assessed as follows:
    - .321 When the need is being met in common with those of other housemates, the need shall be prorated to all the housemates involved, and the recipient's need is his/her prorated share.

**REQUEST FOR ORDER AND CONSENT -  
PARAMEDICAL SERVICES**

PATIENT'S NAME
MEDI-CAL IDENTIFICATION NUMBER

**TO:**

--	--

Dear Doctor:

This patient has applied for In-Home Supportive Services (IHSS) and stated that he/she needs certain paramedical services in order for him/her to remain at home. You are asked to indicate on this form what specific services are needed and what specific condition necessitates the services.

In-Home Supportive Services is authorized to fund the provision of paramedical services, if you order them for this patient. For the purpose of this program, paramedical services are activities which, due to the recipient's physical or mental condition, are necessary to maintain the recipient's health and which the recipient would perform for himself/herself were he/she not functionally impaired. These services will be provided by In-Home Supportive Services providers who are not licensed to practice a health care profession and will rarely be training in the provision of health care services. Should you order services, you will be responsible for directing the provision of the paramedical services.

Your examination of this patient is reimbursable through Medi-Cal as an office visit provided that all other applicable Medi-Cal requirements are met.

If you have any questions, please contact me.

SIGNED	TITLE	TELEPHONE NUMBER	DATE
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**TO BE COMPLETED BY LICENSED PROFESSIONAL**

NAME OF LICENSED PROFESSIONAL	OFFICE TELEPHONE
-------------------------------	------------------

OFFICE ADDRESS (IF NOT LISTED ABOVE)

TYPE OF PRACTICE

TYPE OF PRACTICE

- Physician/Surgeon     
  Podiatrist     
  Dentist

**CONTINUED ON BACK**

**RETURN TO: (COUNTY WELFARE DEPARTMENT)**

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Does the patient have a medical condition which results in a need for IHSS paramedical services?"

YES  NO

Is YES, list the condition(s) below:

List the paramedical services which are needed and should be provided by IHSS in your professional judgement.

TYPE OF SERVICE	TIME REQUIRED TO PERFORM THE SERVICE EACH TIME PERFORMED	FREQUENCY*		HOW LONG SHOULD THIS SERVICE BE PROVIDED?
		# OF TIMES	TIME PERIOD	

\* Indicate the number of times a service should be provided for a specific time period: (Example: two times daily, etc.)

Additional comments:

IF CONTINUED ON ANOTHER SHEET, CHECK HERE

**CERTIFICATION**

I certify that I am licensed to practice in the State of California as specified above and that this order falls within the scope of my practice. In my judgement the services which I have ordered are necessary to maintain the recipient's health and could be performed by the recipient for himself/herself were he/she not functionally impaired.

I shall provide such direction as is needed, in my judgement, in the provision of the ordered services.

I have informed the recipient of the risks associated with the provision of the ordered services by his/her IHSS provider.

SIGNATURE

DATE

**PATIENT'S INFORMED CONSENT**

I have been advised of risks associated with provision of the services listed above and consent to provision of these services by my In-Home Supportive Services provider.

SIGNATURE

DATE





In-Home Supportive Services (IHSS) | CMIPS II

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# Interface Partner Specifications

## County Contractors (CC)

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