

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

901



FROM: Department of Public Social Services

SUBMITTAL DATE:
June 14, 2011

SUBJECT: Approve the Single Source Agreement with Addus HealthCare, Inc. to Provide In-Home Supportive Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached single source Agreement #AS-02155 with Addus HealthCare, Inc. for the period of July 1, 2011 through June 30, 2012 for an amount not to exceed \$11,502,300 to provide In-Home Supportive Services with two additional option years;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the Agreement; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 11,502,300	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 2,232,596	Budget Adjustment:	No
	Annual Net County Cost:	\$ 2,232,596	For Fiscal Year:	11-12

SOURCE OF FUNDS:			Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding:	44.54%;	State Funding:	36.05%;	
County Realignment Funding:	19.41%			
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Christopher M. Hama*
Christopher M. Hama

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone 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: June 14, 2011
xc: DPSS, Purchasing

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

3.37

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
Larisa R. McKenna
County Counsel
ep't Recomm.:
er Exec. Ofc.:
Policy
Consent
Policy
Consent

TO: BOARD OF SUPERVISORS

DATE: June 14, 2011

SUBJECT: Approve the Agreement with Addus HealthCare, Inc.
to Provide In-Home Supportive Services

BACKGROUND:

DPSS Adult Services Division provides access to 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.

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, 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.

Key outcomes addressed through the bid process included: a) client safety, b) timely and quality service delivery, c) quality assurance systems and measurements, and d) refined reporting and billing systems.

On November 30, 2010 (#3.48), the Board approved the release of a Request for Proposal (RFP) to seek proposals for these services.

- **The Proposal Evaluation Committee (PEC) consisted of the following members:**

These individuals were specifically selected because of their extensive knowledge and expertise working with the target population and the IHSS Program.

Debra Cournoyer: Principal Management Analyst, Riverside County Executive office, 23 years government experience of which two years directly at the Department of Public Social Services and five years as Executive Office analyst to the Department

G.G. Crawley: Deputy Director, San Bernardino Aging and Adult Services office, 33 years experience in Public Social Services

Jane Dong: Administrative Manager, Orange County Adult and Social Services, 11 years experience in Adult Services

Robert Jenkins: Executive Director, Ventura County IHSS Public Authority, 10 years experience in the Public Authority

Jewel Lee: Regional Manager, Riverside County DPSS - Adult Services, 16 years experience in Public Social Services

TO: BOARD OF SUPERVISORS

DATE: June 14, 2011

SUBJECT: Approve the Agreement with Addus HealthCare, Inc.
to Provide In-Home Supportive Services

BACKGROUND (Continued):

- The RFP Evaluation Criteria and Weighting factors which was part of the RFP and approved by the Board on November 30, 2010, Agenda #3.48

Item	Weight	Criteria
1	30%	Bidder's experience and ability.
2	5%	Credential/Resumes/Licenses/Certifications
3	5%	References with demonstrated success with similar work to the Scope of Service
4	Pass or Fail	Responds to all points in Scope of Services (Sections 3.0 through 3.11.3.B.1 as requested in Exhibit Q
5	Pass or Fail	Quantity and locations of offices
6	20%	Technical capability and project methodology
7	Pass or Fail	Submission of Exhibits required in this RFP
8	Pass or Fail	Clarification, Exceptions or Deviations
9	40%	Overall Cost to the County
10	Pass or Fail	Financial status
	100%	Total weighted criteria

- **Request for Proposal Release**

DPSS released RFP #DPARC-189 on December 9, 2010 through the County of Riverside Purchasing & Fleet Services Department web site, and mailed or emailed notification to over sixty (60) current and previous Contractors, bidders, and other IHSS contacts. Letters of Interest were accepted through December 21, 2010 and a Non-Mandatory Pre-Bid conference was held on January 4, 2011. There was a Question and Answer period which covered December 9, 2010 through January 5, 2011, and the questions received and their corresponding answers were released on the Purchasing web site on January 10, 2011 as Addendum #1 to the RFP. The RFP was open for over six weeks and closed January 24, 2011.

- **Request for Proposal Receipt and Evaluation**

The RFP closed on January 24, 2011 at 1:30 pm and one proposal was received by the Clerk of the Board. One bid was deemed non-responsive because it was delivered to County Purchasing and received late after 1:30 PM.

The responsive respondent was as follows:

Addus HealthCare, Inc.'s proposal was received via sealed submission on January 24, 2011 at 9:23 am.

TO: BOARD OF SUPERVISORS

DATE: June 14, 2011

SUBJECT: Approve the Agreement with Addus HealthCare, Inc.
to Provide In-Home Supportive Services

BACKGROUND (Continued):

As part of the effort to obtain the fairest technical evaluation, the associated cost proposals were submitted separately before the deadline and maintained by the Clerk of the Board in their safe until after the technical evaluation phase of the process.

The Evaluation period was set for 12:15 pm February 15, 2011 until March 1, 2011 10:00 am.

As standard procedure, written instructions from County Purchasing's RFP Evaluators Guide were provided to the evaluators and no historical perspective was provided. A Code of Conduct and Ethics forms was signed by all evaluators. The Clerk of the Board's retention of the sealed cost proposal until the technical evaluation was complete demonstrated there was absolutely no opportunity for the original cost information to be revealed or manipulated.

At the end of the technical evaluation, Best and Final cost and questions were compiled to direct to Addus. The Proposal Evaluation Committee (PEC) and Purchasing met the representative of the Clerk of the Board at DPSS on March 1, 2011 at 2:00 pm to review the sealed cost proposals. In attendance for the opening of the cost proposal were the following: Robert Jenkins, G.G. Crawley, Debbie Cournoyer, Jane Dong, Jewel Lee, Mark Whitesell (Purchasing) and Jane Jennings (Clerk of the Board).

The PEC determined that additional information would be beneficial and sent a request to Addus on March 16, 2011 for a Best and Final Offer (BAFO). The BAFO response was submitted to the Clerk of the Board by the deadline on March 23, 2011. The PEC reviewed and discussed the response to create any further questions.

An Interview meeting was held with Addus HealthCare, Inc. on April 7, 2011 with three of the five PEC members present along with Stakeholders from DPSS Adult Services Division, Fiscal budgeting and payables units. Addus HealthCare, Inc. submitted additional requested responses electronically to DPSS by close of business April 22, 2011 and a hard copy was delivered to the Clerk of the Board by April 25, 2011 at 1:30 PM. After the PEC and Stakeholder review, the PEC recommended Addus HealthCare, Inc. for award to DPSS Adult Services Division management and the Director.

The County was able to negotiate changes in business practices to lower cost and maintain a high level continuity of care for the Clients under County Care.

TO: BOARD OF SUPERVISORS

DATE: June 14, 2011

SUBJECT: Approve the Agreement with Addus HealthCare, Inc.
to Provide In-Home Supportive Services

BACKGROUND (Continued):

PRICE REASONABLENESS: Evaluation of the proposal and the resulting recommendation was based on evaluators' scores and the Proposer's price. The price is within the State-imposed capped reimbursement rate of \$16.88 an hour for the County IHSS program. Through diligent negotiation on the part of Riverside County Purchasing and the Department of Public Social Services, the hourly rate was reduced by \$0.21 from \$16.88 to \$16.67 also the dollar rate was put on a sliding scale so if the contract increases in hours, the hourly rate goes down as follows:

Current Hourly Rate	Reduced Hourly Rate	Total Reduction	Hours	Reduction %
\$16.88	\$16.67	\$0.21	690,000	1.2
\$16.88	\$16.56	\$0.32	825,000	1.9
\$16.88	\$16.44	\$0.44	975,000	2.6
\$16.88	\$16.29	\$0.59	1,150,000	3.5

The overall reduction of the hourly rate and estimated decrease in hours of contract services reflects an estimated annual savings of \$7,395,889.

FINANCIAL: The funds for this Agreement were budgeted through the normal County budgeting process.

ATTACHMENT(S): Agreement #AS-02155

CONCUR/EXECUTE: County Purchasing & Fleet Services

SL:PR:clh

original 1 of 4

Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

PROFESSIONAL SERVICES AGREEMENT: #AS-02155

CONTRACTOR: Addus HealthCare, Inc.

AGREEMENT TERM: July 1, 2011 through June 30, 2012

MAXIMUM REIMBURSABLE AMOUNT: \$11,502,300

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to provide 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 WIC 14132.95 through 14132.98 and the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) 30-700;

WHEREAS, Addus HealthCare, Inc. is qualified to provide In-Home Supportive Services (IHSS) as an alternative to out-of-home care;

WHEREAS, DPSS desires Addus HealthCare, Inc., hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County: <i>Bob Buster</i>	Authorized Signature for Contractor: <i>Mark Heaney</i>
Printed Name of Person Signing: Bob Buster	Printed Name of Person Signing: Mark Heaney
Title: CHAIRMAN, BOARD OF SUPERVISORS	Title: Chief Executive Officer
Address: 4080 Lemon Street, 4 th Floor Riverside, CA 92501-3679	Address: 2401 S. Plum Grove Palatine, IL 60067
Date Signed: JUN 14 2011	Date Signed: 5/24/11

ATTEST:

KECIA HARPER-JHEM, Clerk

BY *Kaleen JHEM*
DEPUTY

JUN 14 2011 3:34

FORM APPROVED COUNTY COUNSEL

BY *Laura McKenna* 5/18/11
LAURA MCKENNA DATE

TABLE OF CONTENTS

I. DEFINITIONS	4
II. OBJECTIVES	6
III. DPSS RESPONSIBILITIES	6
IV. CONTRACTOR RESPONSIBILITIES	7
A. SCOPE OF SERVICE	7
TARGET POPULATION	7
GEOGRAPHIC SERVICE AREAS	8
SERVICE ADMINISTRATION	8
HUMAN RESOURCES	10
EMPLOYEE TRAINING	12
SERVICE DELIVERY	13
CLIENT CASE FILES	15
REPORTING	16
TRANSITION CLOSE-OUT	19
FISCAL	19
V. COMPLIANCE	22
A. CONFLICT OF INTEREST	22
B. CONFIDENTIALITY	22
C. AMERICAN WITH DISABILITIES ACT	23
D. EMPLOYMENT PRACTICE	23
E. EQUAL EMPLOYMENT OPPORTUNITY	23
F. CLIENT CIVIL RIGHTS COMPLIANCE	23
G. HOLD HARMLESS/INDEMNIFICATION	25
H. INSURANCE	25
I. LICENSES AND PERMITS	27
J. INDEPENDENT CONTRACTOR	27
K. ASSIGNMENT	28
L. PERSONNEL	28
M. SUBCONTRACT FOR SERVICES	29
N. CHILD ABUSE REPORTING	29
O. ADULT AND ELDER/DEPENDENT ABUSE REPORTING	29
P. DEBARMENT AND SUSPENSION	29
Q. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES	29
R. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)	29
S. CERTIFICATION REGARDING LOBBYING	30
T. ENERGY CONSERVATION	30
U. ENVIRONMENTAL STANDARDS	30
V. STATE ENERGY CONSERVATION PLAN	31
V. GENERAL	31
A. EFFECTIVE PERIOD	31
B. NOTICES	31
C. AVAILABILITY OF FUNDING	31
D. CONDUCT OF CONTRACTOR	31
E. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL	32
F. DISPUTES	32

G. ADVERSE GOVERNMENT ACTION.....	32
H. SANCTIONS.....	32
I. GOVERNING LAW.....	32
J. MODIFICATION OF TERMS.....	33
K. FAIR LABOR STANDARDS & SERVICE CONTRACT ACT – PRICE ADJUSTMENT.....	33
L. WITHHOLDING OF PAYMENT.....	33
M. TERMINATION.....	33
N. ENTIRE AGREEMENT.....	34

EXHIBITS

- Exhibit A – Interim Authorization for Contract IHSS Services (DPSS 3793)
- Exhibit B – Personal Care Program Contract Agency Enrollment form (SOC 431)
- Exhibit C – All County Letter (ACL) 00-44 (Suspected Elder and Dependent Abuse)
- Exhibit D – All County Letter (ACL) 06-59 (Elder and Dependent Abuse)
- Exhibit E – IHSS Consumer Change Notice (CCN) (DPSS 3865)
- Exhibit F – CMIPS II – Interface Partner Specifications – County Contractors (CC)
- Exhibit G – All County Letter (ACL) 10-33 (Provider Enrollment Requirements for Specialized Providers)
- Exhibit H – All County Letter (ACL) 11-12
- 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 – Reconciliation Report
- Exhibit O – Acknowledgement of Services
- Exhibit P – HIPAA Business Associate Agreement

ATTACHMENT

- Attachment A – Geographic Service Area Chart

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "ASD" refers to the Adult Services Division of the Department of Public Social Services.
- B. "Client" refers to the IHSS-authorized person referred by DPSS for in-home supportive services.
- C. "CMIPS II" refers to Case Management, Information, and Payroll System. CMIPS II will be used statewide to authorize and track benefits to In-Home Supportive Services Clients and providers.
- D. "Consumer Change Notice (CCN)" refers to the form which the Contractor uses to communicate with DPSS.
- E. "Contractor" refers to any employee, agent or representative of the contract company used in conjunction with the performance of the Agreement.
- F. "County" refers to the County of Riverside and its Department of Public Social Services. For purposes of this Agreement, County and DPSS are used interchangeably.
- G. "County Fiscal Year" shall be defined as July 1 through June 30.
- H. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- I. "Exception population" refers to, but is not limited to, the following:
 - 1. A Client in a hospital, Skilled nursing Facility (SNF) or other out of home residence, and requires IHSS services in order to return home;
 - 2. A Client who has lost eligibility to the program, but is being erroneously restored;
 - 3. A Client making a change in their service mode [i.e. Individual Provider (IP) to Contract Care] during the transition period;
 - 4. An inter-county transfer (ICT) Client; and/or
 - 5. A Client whose Share of Cost (SOC) has been collected and the transition period effects them mid-month.
- J. "HCW" refers to a contracted In-Home Supportive Services Home Care Worker.
- K. "Human Resource Coordinator" refers to the centralized, contracted employee who coordinates the employee recruitment, orientation, training, and other duties as outlined in the state regulations
- L. "IHSS" refers to 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. IHSS is an alternative to out-of-home care to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance. IHSS includes, but is not limited to the following services:
 - Domestic services;
 - Heavy cleaning;
 - Preparation of meals;
 - Meal clean-up;
 - Laundry services;
 - Reasonable food shopping and other shopping errands;
 - Bowel and bladder care;
 - Respiration limited to non-medical services;
 - Feeding;

- Routine bed baths;
- Bathing;
- Oral hygiene;
- Grooming;
- Dressing;
- Repositioning and rubbing skin;
- Skin care;
- Range of motion exercises;
- Assurance of adequate fluid intake;
- Transfer;
- Care of and assistance with prosthetic devices and assistance with self-administration of medications;
- Routine menstrual care;
- Assistance with ambulation;
- Transportation when the recipient's presence is required at the destination and such assistance is necessary to accomplish the travel;
- Yard hazard abatement (light work in the yard);
- Removal of ice, snow or other hazardous substances;
- Protective supervision;
- Teaching and demonstration; and
- Paramedical services.

- M. "IHSS Supervisor" refers to a contracted employee who fulfills the Staffing Coordinator function.
- N. "Independent Provider" (IP) refers to providers which provide IHSS services through channels other than this contract.
- O. "MEDS" refers to Medi-Cal Eligibility Data System (a statewide system which determines Medi-Cal eligibility and Supplemental Security Income/Supplemental Security Payment eligibility).
- P. "POS" refers to Point of Sale (the process by which a provider obligates a Client's Share of Cost). Obligation can occur via a POS terminal or via access to the POS system by telephone.
- Q. "Quality Assurance Plan Coordinator" refers to the centralized, contracted employee who is responsible for the quality of service deliver.
- R. "Quality Assurance Supervisor (QAS)" refers to a contracted employee who will interface with the Client and Home Care Workers to address issues.
- S. "Service Hour" refers to the basic unit of time to which the contractual hourly rate will apply and for which DPSS will be billed and the Contractor will be paid in each billing cycle. A service hour is the actual time spent providing the service to Clients.
- T. "Special Services" refers to, but is not limited to, Clients who:
1. Have a durable medical equipment/assistive device;
 2. Have a conservator/representative payee;
 3. Are severely impaired due to disability;
 4. Don't have the awareness of time, place, self and other individuals in one's environment (orientation);
 5. 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;
 6. 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
 7. May require Teaching and Demonstration training when they are capable of learning to perform a task independently with minimal instruction.

- U. "SOC" refers to Share of Cost. Share of Cost is the portion of the cost of IHSS/Medi-Cal that the client is responsible to pay. The SOC is determined by DPSS.
- V. "Staffing Coordinator" refers to contracted employees who are trained to operate scheduling software and the telephony Visit Verification Console. Staffing Coordinators functions are filled by the IHSS Supervisor staff.
- W. "Teaching & Demonstration" refers to highly-specialized training for home care workers 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 that service/care for that Client, whether or not they have been trained for that service/care on another Client.
- X. "Unit of Service" is equal to one 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.
- Y. "Quarterly Service Monitoring Visits" refers to required Service Coordinator visits conducted within 90 calendar days from the 30-day visit or last Quarterly Service Monitoring Visit.

II. OBJECTIVES

The Contractor shall achieve the following objectives:

- A. 90% of **Emergency** referrals for Contract Services are responded to within 24 hours.
- B. 90% of regular referrals for Contract Services are responded to within 24 hours.
- C. 100% of all required Acuity Based Supervisory Vists are performed based on the Client's Functional Index score as described in Section IV.45 and are completed timely,
- D. 90% of authorized IHSS service hours are delivered according to Client-specified schedule/plan, with a goal of achieving 92% or higher of authorized hours delivered.
- E. 100% of forms and acknowledgments are provided in Client's primary language.
- F. 90% of general Client satisfaction is rated as good (or better, based on the selected survey scale), with at least an unduplicated 20% of total Client population being surveyed every 6 months.
- G. 90% of Client satisfaction is rated as good (or better, based on the selected survey scale) with at least an unduplicated 20% of the Client population receiving special services being surveyed every 6 months. For the purpose of surveys, special services are described as utilizing back-up or substitute provider pools, transportation, and paramedical services.
- H. 90% of complaints are resolved and Clients are notified of status within appropriate time frames as stated in Contractor's policy.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. Determine Client eligibility and termination of services.

- C. Determine the Clients' Share of Cost (SOC).
- D. Refer Clients to the Contractor for IHSS in the following manner:
 - 1. **Emergency referrals** via a FAX'd Interim Authorization for Contract IHSS Services, **Exhibit A**, attached hereto and incorporated herein by this reference or
 - 2. Non-emergency referrals via the printed Interim Authorization for Contract IHSS Services, which the Contractor will pick up Monday through Thursday from the DPSS offices, as specified in Section IV.A.11.
- E. Secure a signed Personal Care Program Contract Agency Enrollment form (SOC 431), attached hereto as **Exhibit B** and incorporated herein by this reference, that includes required certifications from the Contractor in order for the Contractor to become the enrolled provider in the contract mode for the Personal Care Service Program.
- F. Compensate the Contractor for services provided in accordance with the terms and conditions contained herein, in this Agreement.
- G. Pay the Contractor, on or before the twenty-fifth (25th) 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 in Section IV.A.56 through IV.A.62 are not met in a timely manner, DPSS shall pay when the necessary conditions are completed. The Contractor shall supply any missing data and/or documentation, and/or make adjustments necessary to allow for processing as requested by DPSS.
- H. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

TARGET POPULATION

- 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.
- 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. Special Services Clients:
 - a. For the purposes of this Agreement, Special Services Clients includes persons who have needs or receive services including, but not limited to, the following:
 - i. Have a durable medical equipment/assistive device;
 - ii. Have a conservator/representative payee;
 - iii. Are severely impaired due to disability;
 - iv. Don't have the awareness of time, place, self and other individuals in one's environment (orientation);

- v. 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;
 - vi. 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
 - vii. May 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:
- i. Be identified by DPSS.
 - ii. Include notification of specific Client needs through the referral process.
4. Exception Population:
- a. For the purposes of this Agreement, Exception Population includes persons who have needs or receive services including, but not limited to, the following:
 - i. A Client in a hospital, Skilled Nursing Facility (SNF) or other out of home residence, and requires IHSS services in order to return home;
 - ii. A Client who has lost eligibility to the program, but is being erroneously restored;
 - iii. A Client making a change in their service mode [i.e.: Individual Provider (IP) to Contract Care] during the transition period;
 - iv. An inter-county transfer (ICT) Client; and/or
 - v. A Client whose Share of Cost (SOC) has been collected and the transition period effects them mid-month.
 - b. The Exception Population is not authorized to receive services by DPSS until eligibility has been established or re-established.

GEOGRAPHIC SERVICE AREAS

The Contractor shall:

- 5. 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 per day, seven (7) days per week including holidays, without interruptions to eligible Clients.
- 6. Provide a minimum of three (3) office locations, one (1) office in each Geographic Service Area, to serve the determined population in the East, North and South County areas, as outlined in the Geographic Service Area Chart, **Attachment A**, attached hereto and incorporated herein by this reference. DPSS reserves the right to modify boundaries if client distribution shifts substantially.
- 7. Notify DPSS in writing sixty (60) days in advance of any changes or relocations of offices.

SERVICE ADMINISTRATION

The Contractor shall:

- 8. Assign staff to be liaison between the Contractor and DPSS.
- 9. Coordinate with DPSS during district office hours (Monday through Thursday, 7:00 AM to 5:30 PM, excluding County holidays).
- 10. Provide a "no charge" telephone service (such as an 800 number) to Clients for each office, which is staffed by a live person twenty-four (24) hours per day, seven (7) days per week. The Phone numbers shall be: 1) Cathedral City (866)601-0163; 2) Hemet (800)966-9667; and 3) Riverside (800)966-5222. DPSS and Clients must be notified 120 days prior to a change in "no charge" telephone service.

11. Pick up non-emergency referral forms, "Interim Authorization for Contract IHSS Services," **Exhibit A**, Monday through Thursday from the DPSS offices. Currently, there are four printing offices located in Riverside, Moreno Valley, Hemet, and Cathedral City. DPSS reserves the right to change or add locations in the future. Non-emergency forms shall be picked up at:
 - a. Fiscal
10281 Kidd St.
Riverside, CA 92503
951-358-3034
 - b. Moreno Valley
23119 Cottonwood Ave., Building A, Suite 100
Moreno Valley, CA 92553
951-413-5050
 - c. Hemet
541 N. San Jacinto St
Hemet, CA 92543
951-791-3250
 - d. Cathedral City
68625 Perez Rd., Ste 2
Cathedral City, CA 92234
760-770-2450
12. Provide all Client services and 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.
13. Comply with all applicable State licensing standards, all applicable accrediting standards or criteria established by the State to assure quality of service as they may now exist, or may be modified or adopted in the future.
14. Maintain and utilize written policies and procedures for reporting suspected incidents of Elder and Dependent Abuse and Neglect, Client grievance, and Client confidentiality; and ensure that staff members who provide services know how to recognize and report such incidents by having staff attend a training session and sign a training acknowledgement form.
15. Report actual and suspected Elder and Dependent 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, utilizing form SOC 341, as outlined in All-County Letter (ACL) 00-44, **Exhibit C**, and ACL 06-59, **Exhibit D**. **Exhibits C and D** are attached hereto and incorporated herein by this reference.
16. 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 431.300., or as required by law. Follow HIPAA guidelines as outlined in Section V.R and **Exhibit P**, HIPAA Business Associate Agreement, attached hereto and incorporated herein by this reference. Sign and return **Exhibit P** with this Agreement.
17. Verify that all HCWs report to IHSS Clients' homes based on authorized Client schedules by tracking their attendance on a daily basis.
18. Maintain the following records for staff providing transportation to Clients:
 - a. Proof of valid and current driver's license, and
 - b. Proof of valid and current automobile insurance, and
 - c. Proof of passing a vehicle inspection conducted quarterly by Contractor.

19. Respond to all DPSS Contract Monitoring Reviews which require a 30-day response or corrective action, as prescribed in the DPSS Contract Monitoring Review to improve the quality of service delivery.
20. 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), as it now exists or may be modified in the future, **Exhibit E**, attached hereto and incorporated herein by this reference.
21. Maintain an appropriate and necessary ratio of Full Time/Part Time employees in order to provide consistent Client service, based on the volume of Clients and hours referred. Take Corrective Action, as appropriate to provide this service. 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. **If the quality or continuity of service suffers as a result of the full-time/part-time staffing ratio and/or staffing structure, corrective action may be taken.** If service hours are not completed (whether it is within or not within vendor control) then DPSS will review the service delivery hours completed to determine if corrective action should be taken.
22. Notify DPSS immediately if Client services are at risk or disrupted, in writing or email. Failure to adhere to contract requirements may result in corrective action.
23. Obtain customer satisfaction feedback for continued quality improvement, as outlined in Section II.F and II.G.
24. Collaborate with the State to test the new, and any future, Case Management Information Payroll System II (CMIPS II) and migrate to that system. CMIPS II specifications are outlined in the Interface Partner Specifications – County Contractors (CC), **Exhibit F**, attached hereto and incorporated herein by this reference.

HUMAN RESOURCES

The Contractor shall:

25. 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.
26. Utilize Quality Assurance Supervisors (QAS) to interface with the Clients and Home Care Workers to enhance customer service representation:
 - a. Address issues identified by the Staffing Coordinators, the telephony reports and by the DPSS IHSS staff, which require face to face intervention or more thorough investigation.
 - b. Provide more frequent field visits than referenced in Section IV.A.45, in order to resolve Client issues, complaints and improve quality of service.
 - c. Enhance the HCWs' competency in their specific job through evaluation and training, providing support for Clients who require additional supervision.
27. Maintain one Full Time Equivalent (FTE) Quality Assurance Specialist and one FTE Human Resource Specialist directly responsible to ensure contract compliance. These positions will be supported by Staffing Coordinators, Quality Assurance Supervisors, the telephony system and the McKesson Horizon Homecare system's administrative functions. These positions will be responsible for:
 - a. On-going evaluation of service delivery;
 - b. Consistent compliance with authorized services and contract standards.; and
 - c. On-the-job training and education to service delivery staff at the Client level.
28. Fulfill IHSS Provider Enrollment requirements as outlined in All County Letter (ACL) 10-33, **Exhibit G**, attached hereto and incorporated herein by this reference.
29. Remain registered with the Department of Justice (DOJ) to receive background check clearance and 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. Adhere to All County Letter (ACL) 11-12, CRIMINAL BACKGROUND CHECKS FOR IN-HOME SUPPORTIVE SERVICES PROGRAM PROVIDERS; EXPANSION OF EXCLUSIONARY CRIMES; INDIVIDUAL WAIVERS AND GENERAL EXCEPTIONS OF EXCLUSIONS, **Exhibit H**, attached hereto and incorporated herein by this reference. No employee shall work under the agreement that does not conform to this regulation.
30. Adhere to State guidelines, in addition to DOJ clearance, utilizing Part I "Service Provider" section of 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.
 31. Conduct tuberculosis (TB) screenings on all staff. No staff shall have client contact unless they have a current clear test on file.
 32. Administer a literacy test for both English and Spanish to all employees at the time of hire. Applicants must receive a score of 75% or higher to be considered functionally literate and listed as a language resource.
 33. 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 employees [criminal records clearance must be from the State of California Department of Justice (DOJ)];
 - e. Copies of the literacy test;
 - f. State Form SOC 426 and Form DFA 842;
 - g. Proof of valid and current automobile insurance;
 - h. Quarterly vehicle inspection for HCW and annual vehicle inspection for Service Coordinators;
 - i. Copy of Employee ID badge;
 - j. Documentation of eligibility to work (I-9);
 - k. Tuberculosis testing clearance with dates;
 - l. Employee training (i.e., Orientation, Mandated Reporter, Paramedical, On-the-Job, Bi-annual In-Service, etc.);
 - m. Records of benefits, wages and wage increases;
 - n. Signed statement acknowledging employee read and understood Contractor's policies and procedures; and
 - o. Documentation of Mandated Reporter training upon hire and at a minimum interval of every three years.
 34. 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. When substitutes are utilized, the IHSS Supervisor shall call the client ahead of time to inform the Client and log this notification in the Case Narrative.

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 ten (10) hours of training required for all staff performing in-home care services, for example:
 - i. Completion of required employee agency orientation; and
 - ii. Completion of State Mandated Orientation Requirements; and
 - iii. Completion of Adult Services Division (ASD) Mandated Reporter Training; and;

- c. Completion of a minimum of one (1) year of relevant work experience in the home health care profession (with the Contractor or other service organization); and
 - d. Completion of specialized training prior to providing any specialized care such as, but not limited to, Paramedical and Teaching & Demonstration, if appropriate.
35. 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.

EMPLOYEE TRAINING

36. Develop a written training curriculum in advance of the training and notify employees and DPSS.

State-mandated training includes:

- a. Orientation as outlined in ACL 09-54, **Exhibit K**, attached hereto and incorporated herein by this reference; and
 - i. HCWs and all mandated staff 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 and Dependent Abuse Reporter as outlined in ACL 00-44 and ACL 06-59, **Exhibits C and D**; and
 - i. Provide training in Elder and Dependent 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.
 - i. 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 on the annual renewal date to DPSS Contract Administration Unit (DPSS CAU) at the following email address: contractreporting@riversidedpss.org.
37. Provide a training schedule and binder of training materials, listing State-mandated training, to DPSS for initial approval. After initial approval, Contractor shall submit modifications prior to implementation. Contractor staff will maintain this information at each office location.
38. State-Mandated IHSS Training Requirements shall be organized into and maintained in a binder in the following hierarchy:
- a. Main Category, for example, "Orientation-New Hires"
 - b. Curriculum behind appropriate category
 - c. Materials supporting the curriculum (Handouts, etc.)
39. 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.
40. Maintain and document attendance of all staff trainings by filing the sign-in sheets for possible review by DPSS.
41. Document and maintain staff training feedback. All feedback information must be filed and made available to DPSS for review when requested, in detail or summary format.

SERVICE DELIVERY

The Contractor shall:

42. Provide services to all IHSS eligible Clients referred by DPSS for all categories of services, as outlined in Section I.L DEFINITIONS.
 - a. The Contractor is required to serve all IHSS referred Clients.
 - i. 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 in writing.
 - ii. Overall service to Clients
 - a) If the Contractor feels that circumstances exist which constitute grounds to terminate services to the Client, a written request must be made to the SSW for review. If necessary, a combined Contractor and DPSS visit to the home will be made to assess the circumstances
 - b) If it is mutually determined after the visit that the Contractor may terminate services to the Client, a written notice of intent must be sent by the Contractor to DPSS giving two weeks notice. DPSS will respond in writing either by U.S. Mail or email within two working days.
 - c) If DPSS determines that the Contractor should continue service, but the Contractor intends to terminate, the Contractor must give thirty days written notice prior to terminating services.
43. Coordinate referrals from DPSS. Only Clients referred by DPSS on the Interim Authorization for Contract IHSS Services, **Exhibit A**, will be authorized Clients. DPSS will refer Clients through the following referral methods:
 - a) **Emergency** referral forms will be sent via facsimile by DPSS to the Contractor; and
 - b) Non-emergency referral forms will be picked up Monday through Thursday from DPSS offices by the Contractor.
44. Establish or confirm appointments with the Client as per the Client's preferred communication mode (telephone, email, mail, etc.), 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.
45. Focus service resources on those Clients with the most health and social needs. Client supervisory visits shall be commensurate with the Client acuity. Higher risk, lower functioning Clients shall be seen on a more frequent basis. The frequency of supervisory visits will be based on Functional Index scores. Supervisory visits will be supplemented with routine "Wellness" telephone contacts. Issues identified in these calls will be directed to Staffing Coordinators and QAS's for appropriate and timely follow-up. The Acuity Based Supervisory Visits shall be, at minimum, as follows:

Acuity Based Supervisory Visits

FUNCTIONAL INDEX	INITIAL VISIT	30-DAY VISIT	VISITATION FREQUENCY
2.0 or less	YES	YES	At least every 120 days, thereafter
>2 to <4	YES	YES	At least every 90 days, thereafter
4.0 to 5	YES	YES	At least every 90 days, thereafter, or more frequently as needed

46. Monitor the condition of the Client by utilizing the automated change in condition reports scripted through the telephony system.

47. Conduct **Initial In-Home Visit** intake tasks by IHSS Supervisors for clients authorized by DPSS to receive services.
- a. Conduct an **Initial In-Home Visit** according to the following start-up times prior to the 1st day of service for Clients referred by DPSS:
 - i. For **Emergency Services**:
 - a) **Within 24 hours** from the FAX'd date and time of the Interim Authorization for Contract IHSS Services, **Exhibit A**.
 - ii. For Non-Emergency Services:
 - a) Within 5 calendar days from the date on the Interim Authorization for Contract IHSS Services, **Exhibit A**; or
 - b) No later than the Beginning Date of Service on the Interim Authorization for Contract IHSS Services, **Exhibit A**.
 - b. Conduct **key intake** tasks:
 - i. **Home safety assessments** must include, but are not limited to:
 - a) Safety issues
 - b) Steps leading to resolution
 - c) How safety issues are resolved in a timely manner, while provider services are continued, unless provider safety would be a concern
 - d) Document final resolution
 - ii. Present and explain **key contact information** to each Client. Collect each Client's signature verifying that all items have been received and reviewed.
 - a) **Key Contact Information** that must be given for reference to each Client, at a minimum, must contain the following:
 01. Contractor's general phone number
 02. Contractor's specific provider's supervisor name and phone number
 03. Contractor's administration phone number
 04. DPSS Social Worker's phone number
 05. PSS Social Worker's supervisor phone number
 - b) **Bill of Rights** – Handout to describe Client's rights, as published by the Contractor
 - c) **Grievance Procedures**
 01. Discuss with the Client the process whereby the Client may express dissatisfaction with service delivery.
 02. Implement corrective action, as appropriate.
 - d) **"What to Expect"** (Explain to Client how services will be provided.)
 - e) **Employee code of ethics** information.
 - f) **Service delivery restrictions** (Limits of what the HCWs are allowed to do)
 - g) **Publication 13**, "Your Rights Under California Welfare Programs" brochure at:
<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>
 - iii. 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.
 - iv. 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:
 - a) Date the plan was developed;
 - b) Identifying number corresponding to the DPSS referral;
 - c) Client's Name;
 - d) HCW's Name; and
 - e) Substitute HCW's Name (if applicable).
48. Provide **Initial Services**, which is the first day of services by the HCW, to Clients referred by DPSS to receive services.
- a. Provide **Initial Services** to the Client according to the start-up times after the Initial Home visit:
 - i. For **Emergency Services**:
 - a) **Within 24 hours** from the FAX'd date and time of the Interim Authorization for Contract IHSS Services, **Exhibit A**.

- ii. For Non-Emergency Services:
 - a) Within 5 calendar days from the date on the Interim Authorization for Contract IHSS Services, **Exhibit A**; or
 - b) No later than the Beginning Date of Service on the Interim Authorization for Contract IHSS Services, **Exhibit A**.
 - b. Document the **HCW Initial service date** in both the Client file and on the HCW employee time sheet or time tracking device.
 - c. HCWs shall fill out and Clients shall sign the Acknowledgement of Service form **Exhibit O**, attached hereto and incorporate herein by this reference. The Acknowledgement of Service form shall be filed in the Client case file.
- 49. Conduct a **30-day Service Visit**, by IHSS Supervisors, for Clients authorized by DPSS to receive services:
 - a. IHSS Supervisors 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:
 - i. **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.
 - ii. **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.
 - iii. **Client information form** – Complete a new form with current information about the Client as outlined above.
 - iv. **Weekly service plan** – Discuss with the Client the quality and consistency of the work provided.
- 50. Conduct **Acuity Based Supervisory Visits** as outlined in Section IV.A.45.
 - a. IHSS Supervisors will visit each Client's home and **update tasks** conducted during the prior service monitoring or Acuity Based Supervisory visit:
 - i. **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.
 - ii. **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.
 - iii. **Client information form** – Complete a new form with current information about the Client as outlined above.
 - iv. **Weekly service plan** – Discuss with the Client the quality and consistency of the work provided.
- 51. Provide **reliable transportation** to DPSS-authorized clients requiring transportation services.
- 52. At any time, if any issue arises, the Contractor shall initiate and complete an Incident Report, as applicable, and outlined in Sections IV.A.36b and IV.A.53.

CLIENT CASE FILES

The Contractor shall:

- 53. 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 Acuity Based Supervisory Visits;
 - e. Weekly service plans;
 - f. Consumer Change Notices (CCNs), **Exhibit E**;
 - g. 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.
 - i. 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.
- f) Documentation of substitute HCW.
- ii. 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).
- iii. Case narrative **may not** be replaced by Consumer Change Notices (CCNs).
- iv. 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).

REPORTING

54. The Contractor shall adhere to reporting requirements as defined by DPSS.

55. The Contractor shall work with DPSS to determine if the telephony system or other electronic reporting system is capable of producing reports which would eliminate the need for existing reports.

56. 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 Type of Service as supplied by DPSS. Utilize the most current DPSS Client hour authorization printout and the DPSS 3793, Interim Authorization for Contracted IHSS Services, **Exhibit A**, as applicable, as the basis for service authorization.
- c. **"IHSS Service Report,"** which must include aggregate counts of service provided by Type of Service and a supplemental spreadsheet which includes the following Client information:
 - i. Total number of cases assigned to each IHSS Supervisor, by office, identifying:
 - a) Total number of HCW cases
 - b) Total number of Client cases
 - c) Total number of Authorized hours
 - ii. 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.
 - iii. Unserved Hours, by Client and Type of Service.
 - iv. 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:
 - i. Name of Client
 - ii. Type of Services rendered
 - iii. Outstanding SOC amount

- e. **"Client Grievances Report"** which shall include the following:
- i. Total number of Client grievances received, by office
 - ii. Client Complaint Log with details to include:
 - Client Name,
 - Client Phone number,
 - Relation Family or other,
 - Phone number,
 - Date received,
 - Time received,
 - Report to law enforcement Yes/No,
 - Service Coordinator,
 - Department (Dept),
 - Complaint,
 - Resolution,
 - Pending or resolved,
 - DPSS Office Location,
 - DPSS Case Number,
 - DPSS Staff Notified, and
 - Date and Time Notified.
- f. **"Staffing Report"** highlighting the following:
- i. Total number of IHSS staff at the beginning of the month
 - ii. Total number of IHSS staff hired
 - iii. Total number of IHSS staff terminated
 - iv. Total number of IHSS staff at the end of the month
 - v. Total number of Full Time (FT) IHSS staff at the end of the month
 - vi. Percentage of FT IHSS staff at the end of the month
 - vii. Total number of Part Time (PT) IHSS staff at the end of the month
 - viii. Percentage of PT IHSS staff at the end of the month
 - ix. Name of each IHSS staff training conducted during the month including Teaching and Demonstration
 - x. Number of IHSS staff trained at each training
- g. **"Outcomes Report"** addressing progress toward Objectives:
- i. Number of **Emergency** referrals for Contract Services requested during the month.
 01. Number and Percent which were visited by the IHSS Supervisor within the 24 hour limit.
 02. Number and Percent which were returned,
 - ii. Number of Regular referrals for Contract Services requested during the month.
 01. Number and Percent which were visited by the IHSS Supervisor within the 5 day limit.
 02. Number and Percent which were returned,
 - iii. Number of all required Acuity Based Supervisory Visits which were to be performed based on the Client's Functional Index score as described in Section IV.45.
 01. Number and Percent of monitoring visits which were completed.
 02. Number and Percent of monitoring visits which were completed per schedule,
 - iv. Number of authorized IHSS service hours to be delivered according to Client-specified schedule/plan.
 01. Number and Percent of authorized IHSS service hours delivered.
 02. Number and Percent of authorized IHSS service hours delivered per schedule,
 - v. Number of Clients requiring forms and acknowledgments to be provided in a language other than English.
 01. Number and Percent which were provided in a language other than English.
 - vi. Number of **general** Client satisfaction surveys which should have been distributed.
 01. Number and Percent which were distributed.
 02. Number and Percent which were returned,

- 03. Number and Percent which rated Client satisfaction as good (or better, based on the selected survey scale).
- vii. Number of **special services** Client satisfaction surveys which should have been distributed.
 - 01. Number and Percent which were distributed.
 - 02. Number and Percent which were returned,
 - 03. Number and Percent which rated Client satisfaction as good (or better, based on the selected survey scale).
- viii. Number of complaints received, per Region
 - 01. Number and Percent which were resolved within an appropriate time frame.
 - 02. Number and Percent of Clients which were notified of the status within an appropriate time frame,
 - 03. Number and Percent which rated Client satisfaction as good (or better, based on the selected survey scale).

57. GENERAL INFORMATION ABOUT MONTHLY REPORTS

- a. Client information for all reports shall include:
 - i. Names
 - ii. IHSS case numbers
 - iii. Zip codes sorted by Contractor office, department and supervisor
- b. Submission of reports:
 - i. The Contractor shall submit reports in Microsoft Access or Excel.
 - ii. The Contractor shall submit statistical reports via email to DPSS Contract Administration Unit (DPSS CAU) at the following email address: contractreporting@riversidedpss.org and to DPSS Program staff by the 15th day of the month following the end of the month in which services were rendered. If the 15th falls on a weekend, the Contractor may submit the reports on the work day following the 15th. 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.
 - iii. THE CONTRACTOR SHALL ONLY SUBMIT DATA TO DPSS THAT PERTAINS TO IN-HOME SUPPORTIVE SERVICES CLIENTS.

58. QUARTERLY REPORTS

- a. Report a 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:
 - i. 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
 - ii. Submit the above report to the State by the 15th day of the month following the end of each quarter (i.e., July, August, and September report is due by October 15th). 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

- i. **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. Proof of submission shall be maintained and readily available for State inquiries, DPSS monitoring and/or auditing.

TRANSITION CLOSE-OUT

59. 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.

FISCAL

60. UNIT OF SERVICE COST RATE

The Unit of Service is one service hour of direct Client service and the Unit of Service cost shall be \$16.67 per hour. No additional costs will be allowed.

If the number of Units served meets the thresholds below, a unit rate reduction will be applied. Actual hours served will be evaluated annually by DPSS Fiscal and a rate adjustment reflecting the reduction, as referenced below, will be made to the final billing reimbursement, based on total annual hours served.

The total amount of this Agreement shall not exceed the Maximum Reimbursable Amount (MRA) of \$11,502,300.

Rate	Units	Reduction \$
\$16.67	824,999 and below	N/A
\$16.56	825,000 – 974,999	\$0.11
\$16.44	975,000 – 1,149,999	\$0.12
\$16.29	1,150,000 and above	\$0.15

61. CLIENT SHARE OF COSTS (SOC)

The Contractor shall:

- a. Ensure that no Client under this Agreement is charged a fee 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. Ensure DPSS is not billed 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 telephone, POS unit or by Internet. Call the Medi-Cal POS verification system to acquire the most updated/real time SOC information. Contractor shall obligate the SOC on the last day of the month.
- f. Make a system screen shot after the obligation and provide to DPSS with the billing. Keep a copy 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:
 - i. Identifying numbers (Case Number and Social Security Number);
 - ii. Client Name;
 - iii. Amount of services provided;
 - iv. SOC applied;
 - v. Amount to be paid by the County;
 - vi. Date POS was called;
 - vii. POS verification number; and
 - viii. Amount to be collected.
- h. Collect the Clients' appropriate SOC based on the POS system. Do not invoice DPSS for Clients' SOC.
 - i. 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.
 - ii. 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.
 - iii. **Contractor shall not share DPSS IHSS Forms with Clients or their designees, under any circumstances.**

62. METHOD, TIME, AND SCHEDULE/CONDITIONS OF PAYMENT

- a. Monthly Billing:

The Contractor shall:

- i. **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:
 01. Client names
 02. Case numbers
 03. Social Security Numbers
 04. Type of authorized service
 05. Authorized hours
 06. Actual service hours rendered
 07. SOC collected
- ii. Deduct all Clients' SOC prior to submitting monthly billings for services to DPSS.

- iii. Reconcile completed service hours against billed hours prior to submitting billings to DPSS, utilizing the Reconciliation Report, **Exhibit N**, attached hereto and incorporated herein by this reference.
- iv. **Submit the Reconciliation Report in Excel format on a separate disc**, along with each monthly billing.
- v. Upon implementation of Case Management Information and Payroll System II (CMIPS II), the California Department of Social Services IHSS management information system,:
 - 1. Submit monthly billings to DPSS SPU in an Excel format for review and approval.
 - 2. When approved by DPSS SPU, convert the billing file into the format compatible with the automated CMIPS II within the proper billing cycle,
 - 3. 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.
 - 4. Contractor and DPSS agree that initial submittal, review, approval, and final submittal dates may require re-evaluation of agreed upon dates when CMIPS II is implemented.
- b. DPSS reserves the right to limit billing claims to whatever the current CMIPS system allows.

63. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

64. CERTIFICATION OF FINANCIAL SUPPORT

Before commencement of the work under this Agreement, the Contractor shall provide sufficient evidence of financial support to meet its obligations under this Agreement. The ability to provide financial support shall be based on any of the following:

- a. Audited financial statements that document, to the satisfaction of the County, sufficient financial resources to support the Contractor's obligations under this Agreement; or,
- b. Binding certification from any other affiliated corporation or organization providing financial support in any way that confirms the amount of support provided to the Contractor; or,
- c. In the event that the Contractor provides working capital through loans from financial or other institutions, documentation from the institution that specifies the maximum line of credit available to the Contractor.

65. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.

- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

66. PENALTIES

The Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contracts Code 10115.10.

67. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

68. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

V. COMPLIANCE

A. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

B. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying

characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

C. AMERICAN WITH DISABILITIES ACT

The Contractor shall not discriminate against qualified people with disabilities in public services, transportation, public accommodations and telecommunications services in compliance with the American with Disabilities Act.

D. EMPLOYMENT PRACTICE

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
4. To conform to CDSS MPP Section 30-767.123, the Contractor (to the fullest extent possible) must give employment preference to all prospective employees who are recipients of public assistance or other low-income persons who would qualify for public assistance in the absence of such employment.
5. Entry level wages for IHSS HCWs shall be no less than California's minimum wage rate.

E. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled " Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

F. CLIENT CIVIL RIGHTS COMPLIANCE

a. Assurance of Compliance

The Contractor assures it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, martial status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and give assurance it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the Contractor gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or

defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting this assurance the contractor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

b. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

c. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

d. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret

the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

G. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. 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, the Indemnitees 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 own choice 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 Indemnitees 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 this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

H. INSURANCE

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold the COUNTY harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

- (1) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

- (2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

(4) Professional Liability

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification,

cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

I. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

J. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

K. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

L. PERSONNEL

1. Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:
 - a. All staff who work full or part-time positions by title, including volunteer positions; and
 - b. A brief description of the functions of each position and hours each position worked; and
 - c. The professional degree, if applicable, and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

2. No employee will work under this contract that:
 - a. Has been convicted of any crimes involving sex, drugs or violence; and/or is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165 et.al., and/or adult abuse as defined in Penal Code Section 368, and Welfare and Institutions Code (WIC) 15600 et. seq., or similar violation in another jurisdiction; and/or
 - b. Had a prior alcohol offense within ten (10) years of this contract period; and/or
 - c. Has a conviction or period of incarceration for a conviction for a crime of fraud in a specified government health care or supportive service programs (specifically Medicaid, Medicare, Maternal and Child Health Services, Social Services Block Grant, or children's Health Insurance program) for a period of ten (10) years following the conviction; and/or
 - d. Violates any section of the State regulations as set out in the All County Letter (ACL) #11-12, **Exhibit H**, attached hereto and incorporated herein by this reference.
3. Alcohol and Drug Use Prohibited
As a material condition of this Agreement, the Contractor agrees that the Contractor and its employees, while performing services for DPSS:
 - a. Shall not be in any way impaired because of being under the influence of alcohol or drugs; and
 - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug; and
 - c. Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs; and

- d. Shall DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

M. SUBCONTRACT FOR SERVICES

No agreements will be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision will not require the approval of agreements of employment between the Contractor and personnel assigned for services hereunder.

N. CHILD ABUSE REPORTING

If Contractor is a mandated reporter under Penal Code Sections 11165 -11174.3, the Contractor shall maintain a procedure in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Contract report child abuse on neglect to a child protective agency as defined in the Penal Code.

O. ADULT AND ELDER/DEPENDENT ABUSE REPORTING

The Contractor acknowledges that they are mandated reporters.

The Contractor shall maintain a policy and procedure to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse shall be immediately reported to DPSS, followed by a written report within two (2) working days.

P. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Q. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

R. 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. The Contractor is also subject to the HIPAA Business Associate Agreement, **Exhibit P**.

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

S. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

T. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

U. ENVIRONMENTAL STANDARDS

By signing this agreement or accepting funds under this agreement, the contractor assures that he/she will:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7414) and Clean Water Act (33 U.S.C. 251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp. P. 799) and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. These requirements relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. In accordance with the EPA rules, the contractor further agrees that it will:
 - a. Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - b. The above paragraph of this section shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this agreement, that is currently listed as a violating facility, on the effective date of the agreement, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for state's termination for cause of this agreement or for State's disallowance of any cost otherwise allowable under this agreement. The contractor agrees to cooperate to remediate, as

expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

V. STATE ENERGY CONSERVATION PLAN

The Contractor agrees to recognize the mandatory standards and policies relating to regulations, as required by the US Energy Policy and Conservation Act. (P.L. 94-165).

V. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective July 1, 2011 to June 30, 2012, with the option to renew for two additional years in one-year increments.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

DPSS: Department of Public Social Services
Contracts Administration Unit
10281 Kidd St
Riverside, CA 92503

VENDOR: Addus HealthCare, Inc.
Chief Executive Officer
2401 S. Plum Grove
Palatine, IL 60067

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Contract, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services
Special Payments Unit
10281 Kidd Street
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. CONDUCT OF CONTRACTOR

The Contractor agrees to inform DPSS of all of the Contractor's interest, if any, which are or which the Contractor believes to be incompatible with any interests of DPSS such as:

1. Personal Gain. The Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired with performance under this Agreement. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personnel, or security records or individuals, anticipated material requirements or pricing actions; and knowledge or elections of Contractors or subcontractors in advance of official announcement.
2. Gifts and Gratuities. The Contractor shall not offer, directly or indirectly, gifts, gratuity, favors, entertainment or other item of monetary value to an employee of DPSS.

3. Referrals. The Contractor further covenants that no referrals of Clients through the Contractor's intake or referral process shall be made to the home health care agency or private practice of any person(s) employed by the Contractor.

E. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of DPSS. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by the Contractor, the United States or in any other country without the express written consent of DPSS. DPSS will have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

F. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract, which is not disposed by Contract, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending DPSS' decision.

G. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the Federal, State, or Local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) days notice or may terminate sooner if agreed to by both parties.

H. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

I. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

J. MODIFICATION OF TERMS

If at any time during the contract term, and any extension or renewal thereof, there is a reduction of any wages and benefits for employees, an adjustment to the hourly rate in an amount proportionate to the wage and benefit reduction may occur.

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1, of each year.

K. FAIR LABOR STANDARDS & SERVICE CONTRACT ACT – PRICE ADJUSTMENT

The hourly rate may be adjusted to reflect increases or decreases by the contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with:

1. An increased or decreased wage determination applied to this Agreement by operation of law;
2. An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this Agreement, affects the minimum wage, and becomes applicable to this Agreement under law;
3. Any such adjustment will be limited to increases or decreases in wages and fringe benefits, and to the accompanying increases or decreases in social security and unemployment taxes and worker's compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit;
4. The Contractor shall notify the DPSS Contracts Administration Unit of any:
 - a. Increase claimed under this clause within thirty (30) days after the effective date of the wage change, unless the period is extended by the DPSS Contracts Administration Unit in writing; and/or
 - b. Decrease under this clause, but nothing in the clause shall preclude DPSS from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the DPSS Contracts Administration Unit may reasonably require. Upon agreement of the parties, the contract hourly rate shall be modified in writing. The Contractor shall continue performance pending agreement on determination of any such adjustment and its effective date.

L. WITHHOLDING OF PAYMENT

DPSS may withhold reimbursement until the Contractor reporting, information, data and documentation, and other statistical data required for contract administration or to meet county or State reporting or auditing requirements are received and approved by DPSS. DPSS may also withhold payment if, in DPSS' opinion, the contractor is in non-compliance with the terms and conditions of this Agreement such as, but not limited to:

1. If this Agreement is terminated with or without cause, final payment under this contract may be held until the termination audit is completed and/or until any costs to DPSS are collected from the Contractor for any failure to cooperate in the transition period to a new Contractor. The termination audit shall be completed within 120 days after notice of termination.
2. Any costs to DPSS for maintaining any portion of IHSS as a result of the Contractor's failure to perform, as required by this Agreement, are subject to recoupment by DPSS through withholding from billings or any other form of legal action.

M. TERMINATION

1. Termination for Convenience

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

2. Termination with Cause

Notwithstanding any other provision of this Agreement, DPSS may terminate this Agreement immediately, upon written notice served upon the Contractor stating extent and effective date of termination:

- a. Upon receipt of evidence of probable Contractor employee mistreatment or abuse of ASD Clients, or of unsafe or hazardous practices in the provision of services;
- b. Upon loss of any license(s) required for lawful operation of the Contractor's business;
- c. Upon an unauthorized decrease in required insurance in force;
- d. Upon failure to make payroll payments;
- e. Upon failure to remit payroll deductions in a timely manner to the appropriate State and Federal government;
- f. Upon service of writ of attachment by creditors of the Contractor, or the filing of bankruptcy petition;
- g. Upon Contractor's failure to immediately remedy any of the following;
 - i. Any instance where a Client authorized to receive paramedical service receives services from a HCW who has not been properly trained to perform paramedical services;
 - ii. Any instance in which the Contractor fails to perform the initial and periodic visitation and monitoring required; and
 - iii. Any instance in which the Contractor fails to comply fully with all required record maintenance as defined in this Agreement.
- h. Upon Contractor's failure to follow procedures in Section IV resulting in a referred Client not receiving authorized services.

N. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.

DPSS 3793 (3/07) IHSS Interim Services Authorization for Contract Agency



PERSONAL CARE SERVICES PROGRAM CONTRACT AGENCY ENROLLMENT

Instructions:

- This form is to be completed in duplicate.
- This form must be completed for each contract and prior to enrollment by each public or private agency contracted to provide services under the Personal Care Services Program.
- Part I is to be completed by the authorized representative of the contract agency.
- Part II is to be completed by the County.
- The original form is to be maintained by the County and a copy given to the contract agency.

PART I - CONTRACT AGENCY

CONTRACT AGENCY NAME	STATE CONTRACT NUMBER
ADDRESS (Street, City, Zip)	PHONE ()

CERTIFICATION STATEMENT

- I certify that all employees of this agency are qualified to provide the care authorized.
- I certify that all claims submitted to the County for services to recipients of the Personal Care Services Program and provided by this agency will be provided as authorized for the recipient.
- 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.

SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE	DATE
--	------

PART II - RECORD RETENTION

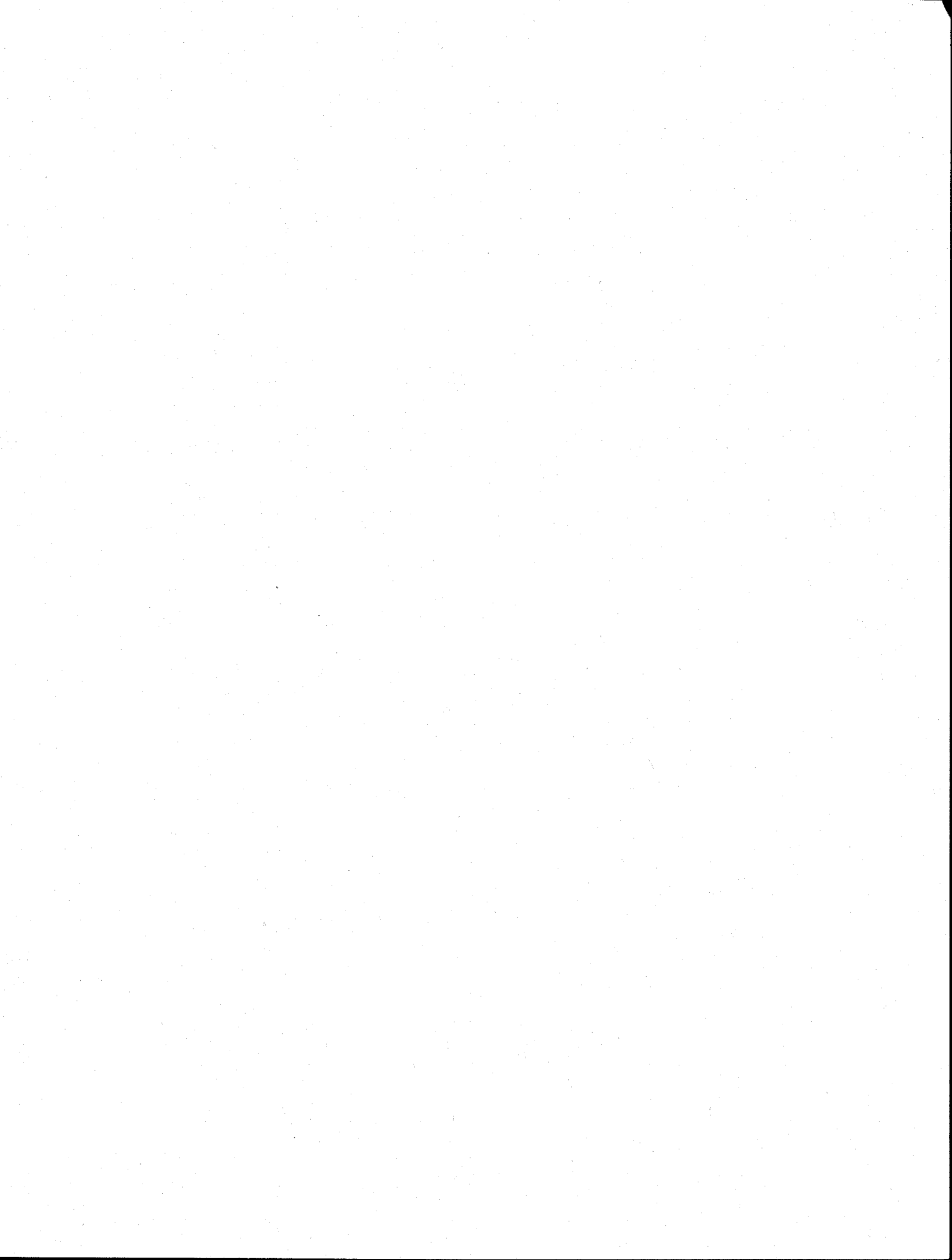
The County shall ensure that the contract agency shall keep all records which are necessary to fully disclose the extent of services to the client for a minimum of three years from the date of service during the effective dates of this contract. At the expiration of this contract the County shall keep said records for a minimum of three years from the date of service. On request, the County shall furnish records for audit to the State of California or the U.S. Department of Health and Human Services or their duly appointed representatives.

SIGNATURE AND TITLE OF AUTHORIZED COUNTY REPRESENTATIVE	COUNTY	DATE
---	--------	------

PART III - HEALTH SERVICES APPROVAL

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

California Department of Health Services



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: <input type="checkbox"/> M <input type="checkbox"/> F	ETHNICITY	LANGUAGE (✓ CHECK ONE) <input type="checkbox"/> NON-VERBAL <input type="checkbox"/> ENGLISH <input type="checkbox"/> OTHER (SPECIFY)
*ADDRESS (IF FACILITY, INCLUDE NAME):				*CITY	*ZIP CODE	*TELEPHONE ()
*PRESENT LOCATION (IF DIFFERENT FROM ABOVE):				*CITY	*ZIP CODE	*TELEPHONE ()
<input type="checkbox"/> ELDERLY (65+)	<input type="checkbox"/> DEVELOPMENTALLY DISABLED	<input type="checkbox"/> MENTALLY DISABLED/ILL	<input type="checkbox"/> PHYSICALLY DISABLED	<input type="checkbox"/> UNKNOWN	<input type="checkbox"/> LIVES ALONE	<input type="checkbox"/> LIVES WITH OTHERS

***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) <input type="checkbox"/> OWN HOME <input type="checkbox"/> COMMUNITY CARE FACILITY <input type="checkbox"/> HOSPITAL/ACUTE CARE HOSPITAL <input type="checkbox"/> HOME OF ANOTHER <input type="checkbox"/> NURSING FACILITY/SWING BED <input type="checkbox"/> OTHER
---------------------------	--

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

1. PERPETRATED BY OTHERS (WIC 15610.07) a. PHYSICAL <input type="checkbox"/> ASSAULT/BATTERY <input type="checkbox"/> CONSTRAINT OR DEPRIVATION <input type="checkbox"/> CHEMICAL RESTRAINT <input type="checkbox"/> MEDICATION <input type="checkbox"/> OTHER (SPECIFY) b. <input type="checkbox"/> SEXUAL c. <input type="checkbox"/> NEGLECT d. <input type="checkbox"/> ABANDONMENT e. <input type="checkbox"/> FINANCIAL f. <input type="checkbox"/> ISOLATION g. <input type="checkbox"/> OTHER (Non-Mandated e.g., Psychological/Mental, Abduction)	2. SELF-NEGLECT (WIC 15610.57(b)(5)) a. <input type="checkbox"/> PHYSICAL CARE (e.g., personal hygiene, food, clothing, shelter) b. <input type="checkbox"/> MEDICAL CARE (e.g., physical and mental health needs) c. <input type="checkbox"/> HEALTH and SAFETY HAZARDS d. <input type="checkbox"/> MALNUTRITION/DEHYDRATION e. <input type="checkbox"/> OTHER (Non-Mandated e.g., financial)
ABUSE RESULTED IN (✓ CHECK ALL THAT APPLY) <input type="checkbox"/> NO PHYSICAL INJURY <input type="checkbox"/> MINOR MEDICAL CARE <input type="checkbox"/> HOSPITALIZATION <input type="checkbox"/> CARE PROVIDER REQUIRED <input type="checkbox"/> DEATH <input type="checkbox"/> MENTAL SUFFERING <input type="checkbox"/> OTHER (SPECIFY) <input type="checkbox"/> 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 <input type="checkbox"/>	*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.)**

NAME	ADDRESS	TELEPHONE NO.	RELATIONSHIP

H. SUSPECTED ABUSER Please ✓ check if ☐ Self-Neglect

NAME OF SUSPECTED ABUSER	<input type="checkbox"/> CARE CUSTODIAN (type) <input type="checkbox"/> PARENT <input type="checkbox"/> SON/DAUGHTER <input type="checkbox"/> OTHER
ADDRESS	<input type="checkbox"/> HEALTH PRACTITIONER (type) <input type="checkbox"/> SPOUSE <input type="checkbox"/> OTHER RELATION
*ZIP CODE	TELEPHONE () SEX <input type="checkbox"/> M <input type="checkbox"/> F 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 <input type="checkbox"/> Immediate Response <input type="checkbox"/> Ten-day response <input type="checkbox"/> No face-to-face required	Approved by: Assigned to (optional):
3. Cross-Reported to: <input type="checkbox"/> APS <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Ombudsman <input type="checkbox"/> State Dept. of Mental Health <input type="checkbox"/> State Dept. of Developmental Services <input type="checkbox"/> CCL <input type="checkbox"/> State Dept. of Health Services Licensing & Crt <input type="checkbox"/> Bureau of Medi-Cal Fraud & Elder Abuse <input type="checkbox"/> Professional Board <input type="checkbox"/> 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

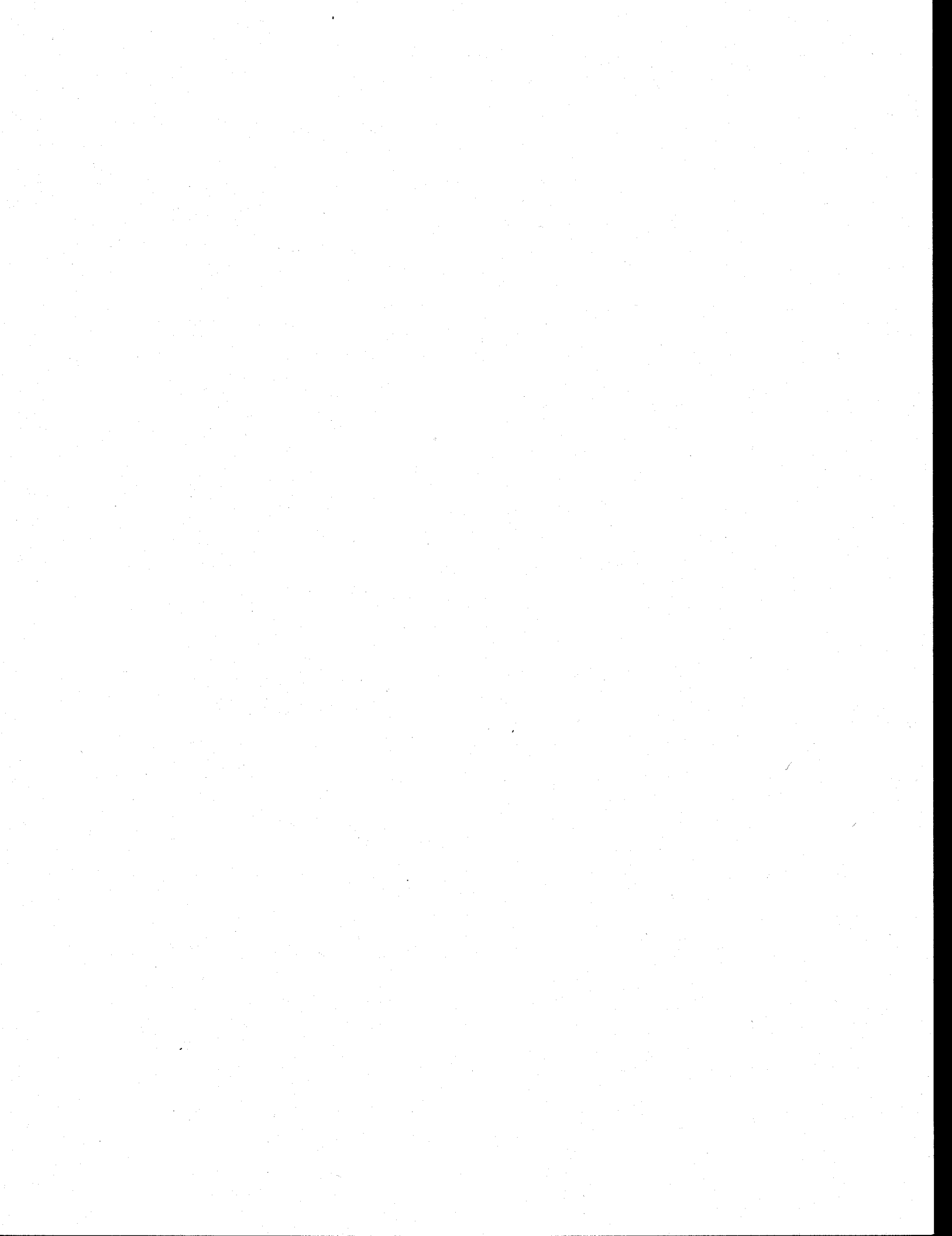
***Mandated Reporters (WIC 15630(a))** - Any person who has assumed full or intermittent responsibility for care or custody of an elder or dependent adult, whether or not that person receives compensation, including administrators, supervisors, and any licensed staff of a public or private facility that 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
- ♦ Psychiatrist
- ♦ Intern
- ♦ Dentist
- ♦ Dental Hygienist
- ♦ Psychologist
- ♦ Licensed Clinical Social Worker or Intern
- ♦ Podiatrist
- ♦ Chiropractor
- ♦ 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.



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

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)]

*NAME (LAST NAME FIRST)	*AGE	DATE OF BIRTH	SSN	GENDER <input type="checkbox"/> M <input type="checkbox"/> F	ETHNICITY	LANGUAGE (✓ CHECK ONE) <input type="checkbox"/> NON-VERBAL <input type="checkbox"/> ENGLISH <input type="checkbox"/> OTHER (SPECIFY)
*ADDRESS (IF FACILITY, INCLUDE NAME AND NOTIFY OMBUDSMAN)				*CITY	*ZIP CODE	*TELEPHONE ()
*PRESENT LOCATION (IF DIFFERENT FROM ABOVE)				*CITY	*ZIP CODE	*TELEPHONE ()
<input type="checkbox"/> ELDERLY (65+) <input type="checkbox"/> DEVELOPMENTALLY DISABLED <input type="checkbox"/> MENTALLY ILL/DISABLED <input type="checkbox"/> PHYSICALLY DISABLED <input type="checkbox"/> UNKNOWN/OTHER <input type="checkbox"/> LIVES ALONE <input type="checkbox"/> LIVES WITH OTHERS						

B. SUSPECTED ABUSER ✓ Check if ☐ Self-Neglect

NAME OF SUSPECTED ABUSER	<input type="checkbox"/> CARE CUSTODIAN (type)	<input type="checkbox"/> PARENT	<input type="checkbox"/> SON/DAUGHTER	<input type="checkbox"/> OTHER						
	<input type="checkbox"/> HEALTH PRACTITIONER (type)	<input type="checkbox"/> SPOUSE	<input type="checkbox"/> OTHER RELATION							
ADDRESS	*ZIP CODE	TELEPHONE ()	GENDER <input type="checkbox"/> M <input type="checkbox"/> F	ETHNICITY	AGE	D.O.B.	HEIGHT	WEIGHT	EYES	HAIR

C. REPORTING PARTY: Check appropriate box if reporting party waives confidentiality to: ☐ All ☒ All but victim ☐ All but perpetrator

*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:

*DATE/TIME OF INCIDENT(S)	PLACE OF INCIDENT (✓ CHECK ONE) <input type="checkbox"/> OWN HOME <input type="checkbox"/> COMMUNITY CARE FACILITY <input type="checkbox"/> HOSPITAL/ACUTE CARE HOSPITAL <input type="checkbox"/> HOME OF ANOTHER <input type="checkbox"/> NURSING FACILITY/SWING BED <input type="checkbox"/> OTHER (Specify)
---------------------------	--

E. REPORTED TYPES OF ABUSE (✓ CHECK ALL THAT APPLY).

1. PERPETRATED BY OTHERS (WIC 15610.07 & 15610.63) a. PHYSICAL <input type="checkbox"/> ASSAULT/BATTERY <input type="checkbox"/> CONSTRAINT OR DEPRIVATION <input type="checkbox"/> SEXUAL ASSAULT <input type="checkbox"/> CHEMICAL RESTRAINT <input type="checkbox"/> OVER OR UNDER MEDICATION b. <input type="checkbox"/> NEGLECT c. <input type="checkbox"/> FINANCIAL d. <input type="checkbox"/> ABANDONMENT e. <input type="checkbox"/> ISOLATION f. <input type="checkbox"/> ABDUCTION g. <input type="checkbox"/> OTHER (Non-Mandated: e.g., deprivation of goods and services: psychological/mental)	2. SELF-NEGLECT (WIC 15610.57(b)(5)) a. <input type="checkbox"/> PHYSICAL CARE (e.g., personal hygiene, food, clothing, shelter) b. <input type="checkbox"/> MEDICAL CARE (e.g., physical and mental health needs) c. <input type="checkbox"/> HEALTH and SAFETY HAZARDS d. <input type="checkbox"/> MALNUTRITION/DEHYDRATION e. <input type="checkbox"/> OTHER (Non-Mandated e.g., financial)
ABUSE RESULTED IN (✓ CHECK ALL THAT APPLY) <input type="checkbox"/> NO PHYSICAL INJURY <input type="checkbox"/> MINOR MEDICAL CARE <input type="checkbox"/> HOSPITALIZATION <input type="checkbox"/> CARE PROVIDER REQUIRED <input type="checkbox"/> DEATH <input type="checkbox"/> MENTAL SUFFERING <input type="checkbox"/> OTHER (SPECIFY) <input type="checkbox"/> UNKNOWN	

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.). ☐ ✓CHECK IF MEDICAL, FINANCIAL, PHOTOGRAPHS OR OTHER SUPPLEMENTAL INFORMATION IS ATTACHED.**G. TARGETED ACCOUNT**

ACCOUNT NUMBER (LAST 4 DIGITS):	TYPE OF ACCOUNT: <input type="checkbox"/> DEPOSIT <input type="checkbox"/> CREDIT <input type="checkbox"/> OTHER	TRUST ACCOUNT: <input type="checkbox"/> YES <input type="checkbox"/> NO
POWER OF ATTORNEY: <input type="checkbox"/> YES <input type="checkbox"/> NO	DIRECT DEPOSIT: <input type="checkbox"/> YES <input type="checkbox"/> NO	OTHER ACCOUNTS: <input type="checkbox"/> YES <input type="checkbox"/> NO

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

NAME	ADDRESS	TELEPHONE NO. ()	RELATIONSHIP
------	---------	----------------------	--------------

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

*NAME	IF CONTACT PERSON ONLY ✓ CHECK <input type="checkbox"/>	*RELATIONSHIP	
*ADDRESS	*CITY	*ZIP CODE	*TELEPHONE ()

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

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.

AGENCY NAME	ADDRESS OR FAX #	<input type="checkbox"/> Date Mailed: <input type="checkbox"/> Date Faxed:
-------------	------------------	--

L. RECEIVING AGENCY USE ONLY ☐ Telephone Report ☐ Written Report

1. Report Received by:	Date/Time:	
2. Assigned <input type="checkbox"/> Immediate Response <input type="checkbox"/> Ten-day Response <input type="checkbox"/> No Initial Face-To-Face Required <input type="checkbox"/> Not APS <input type="checkbox"/> Not Ombudsman	Approved by:	Assigned to (optional):
3. Cross-Reported to: <input type="checkbox"/> CDHS, Licensing & Cert.; <input type="checkbox"/> CDSS-CCL; <input type="checkbox"/> CDA Ombudsman; <input type="checkbox"/> Bureau of Medi-Cal Fraud & Elder Abuse; <input type="checkbox"/> Mental Health; <input type="checkbox"/> Law Enforcement; <input type="checkbox"/> Professional Board; <input type="checkbox"/> Developmental Services; <input type="checkbox"/> APS; <input type="checkbox"/> Other (Specify)		
Date of Cross-Report:		
4. 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.

DATE COMPLETED:

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

NAME (LAST NAME FIRST)		AGE	DATE OF BIRTH	SSN	GENDER <input type="checkbox"/> M <input type="checkbox"/> F	LANGUAGE (✓ CHECK ONE) <input type="checkbox"/> NON-VERBAL <input type="checkbox"/> ENGLISH <input type="checkbox"/> OTHER (SPECIFY)	
ADDRESS (IF FACILITY, INCLUDE NAME)					CITY	ZIP CODE	TELEPHONE ()
PRESENT LOCATION (IF DIFFERENT FROM ABOVE)					CITY	ZIP CODE	TELEPHONE ()
<input type="checkbox"/> ELDERLY (65+) <input type="checkbox"/> DEVELOPMENTALLY DISABLED <input type="checkbox"/> MENTALLY ILL/DISABLED <input type="checkbox"/> PHYSICALLY DISABLED <input type="checkbox"/> UNKNOWN/OTHER							

PLACE OF INCIDENT (✓ CHECK ONE)	
<input type="checkbox"/> FINANCIAL INSTITUTION	<input type="checkbox"/> OWN HOME
<input type="checkbox"/> CARE FACILITY	<input type="checkbox"/> OTHER (Specify)
<input type="checkbox"/> UNKNOWN	
ADDRESS WHERE INCIDENT(S) OCCURRED	DATE/TIME OF INCIDENT(S)

(ATTACH ADDITIONAL PAGES IF NECESSARY)

ACCOUNT NUMBER: (LAST 4 DIGITS)	TYPE OF ACCOUNT: <input type="checkbox"/> DEPOSIT <input type="checkbox"/> CREDIT <input type="checkbox"/> OTHER	TRUST ACCOUNT: <input type="checkbox"/> YES <input type="checkbox"/> NO
POWER OF ATTORNEY: <input type="checkbox"/> YES <input type="checkbox"/> NO	DIRECT DEPOSIT: <input type="checkbox"/> YES <input type="checkbox"/> NO	OTHER ACCOUNTS: <input type="checkbox"/> YES <input type="checkbox"/> NO

NAME OF SUSPECTED ABUSER(S)	ADDRESS	DATE OF BIRTH	AGE (ESTIMATE IF UNKNOWN)
RELATIONSHIP TO VICTIM			
<input type="checkbox"/> CARE CUSTODIAN <input type="checkbox"/> PARENT <input type="checkbox"/> SON/DAUGHTER <input type="checkbox"/> HEALTH PRACTITIONER <input type="checkbox"/> SPOUSE <input type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER			

NAME	ADDRESS	TELEPHONE NUMBER	RELATIONSHIP
------	---------	------------------	--------------

TELEPHONE REPORT MADE TO: ☐ Local APS ☐ Local Law Enforcement ☐ Local Ombudsman

NAME OF OFFICIAL CONTACTED BY PHONE		TELEPHONE ()	DATE/TIME
REPORTED BY	TITLE	TELEPHONE ()	DATE/TIME
NAME OF FINANCIAL INSTITUTION		ADDRESS	

NAME OF AGENCY	ADDRESS OR FAX #	<input type="checkbox"/> Date Mailed: <input type="checkbox"/> Date Faxed:
----------------	------------------	---

1. Report Received by:				Date/Time:	
2. Assigned	<input type="checkbox"/> Immediate Response	<input type="checkbox"/> Ten-day Response	<input type="checkbox"/> No Initial Face-To-Face Required	<input type="checkbox"/> Not APS	<input type="checkbox"/> Not Ombudsman

Approved by: _____ Assigned to (optional): _____

3. 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 (Specify) _____ Date of Cross-Report: _____

4. APS/Ombudsman/Law Enforcement Case File Number:

SOC 342 (12/06)

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.

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/apsclist.pdf> for a list of APS offices by county or 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

CONSUMER INFORMATION

IHSS Case Number:

Name:

Phone Number:

Address:

Date this form is completed:

Service Month (month consumer change occurred):

Agency Office Location (city):

Agency Supervisor Name:

Supervisor's Phone:

IHSS Social Worker (SW) Name:

SW Number:

Reason Categories & Goals for Consumer IHSS Hours

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:

Refused or Unavailable for Services #1	Date(s):	Hours Not Served:	Reason Code*: [choose one from #s 1 – 11]	Explanation for Reason Codes 1, 2, 6, or 11:
	Were visit(s) rescheduled?		If YES, then →	Reschedule date(s) and time(s):
			If NO, then →	Why?
Refused or Unavailable for Services #2	Date(s):	Hours Not Served:	Reason Code*: [choose one from #s 1 – 11]	Explanation for Reason Codes 1, 2, 6, or 11:
	Were visit(s) rescheduled?		If YES, then →	Reschedule date(s) and time(s):
			If NO, then →	Why?
Refused or Unavailable for Services #3	Date(s):	Hours Not Served:	Reason Code*: [choose one from #s 1 – 11]	Explanation for Reason Codes 1, 2, 6, or 11:
	Were visit(s) rescheduled?		If YES, then →	Reschedule date(s) and time(s):
			If NO, then →	Why?
Unused Medical Transportation	Date(s):	Hours Not Served:	Reason/Explanation:	
	Were visit(s) 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? <input type="checkbox"/> NO <input type="checkbox"/> YES	If any hours were NOT served, then →		Report Schedule Adjustment Request under Refused or Unavailable for Services (Code 2)	
		If ALL hours WERE served, then →		Report Schedule Adjustment Request below	
	Social Worker (SW)-Assigned Schedule →	Days: _____	Times: _____	<input type="checkbox"/> Check if no schedule was assigned by SW on SOC 293.	
	Requested New Schedule →	Days: _____	Times: _____		
Reason <u>WHY</u> New Schedule is being requested: _____					
Been Hospitalized	Date hospitalized or entered a SNF: _____ Total hours served in this service month: _____ Expected date of return home: _____ <input type="checkbox"/> Not Returning				
Died	Date deceased: _____ Total hours served in this service month: _____				
Moved	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>): _____				
Service Adjustment Request	Adjustment Code: 1 = DECREASE in total number of authorized hours (<i>Example</i> : no more hours for <i>menstrual care</i>) 2 = INCREASE in total number of authorized hours (<i>Example</i> : 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:





In-Home Supportive Services (IHSS) | CMIPS II

eds.com

Interface Partner Specifications

County Contractors (CC)

Table of Contents

1	Document Control	4
1.1	Amendment Record	4
1.2	References	4
1.3	Terminology.....	4
2	Overview.....	6
2.1	Partner Interfaces.....	6
3	General Roles and Responsibilities	6
4	CMIPS II Interface Design Overview	9
4.1	Overview	9
4.1.1	High-Level Interface Architecture	10
4.1.2	Interface Process Flow	10
4.1.3	Security Considerations	12
4.2	Preferred Data Exchange Protocols	13
4.2.1	Real-Time Data Exchanges	13
4.2.2	Batch Data Exchanges	13
4.3	Synchronous Asynchronous	13
4.4	External Interfaces	13
4.4.1	Real-Time Synchronous Interfaces	14
4.4.2	Real-Time Asynchronous Interfaces	14
4.4.3	Batch Asynchronous Interfaces	14
5	Operational Details	14
5.1	Interface Scheduling	14
5.2	Batch	15
5.2.1	Internal to DTS	15
5.2.2	External to DTS Interfaces	15
5.2.3	External Partner Technical Information	17
5.3	Data Conversion Information	17
5.3.1	General Interface Information from Data Conversion	17
5.3.2	IHSS Data Conversion External Interface Partner Information.....	18
5.4	Testing Information	18
5.4.1	Pre-Implementation	18
5.4.2	Post-Implementation	19
5.5	Implementation Information	20
5.5.1	Legacy CMIPS/CMIPS II Considerations.....	20
5.6	Security Information	21
6	Interface Business Information	21
6.1	Business Process and Purpose.....	21

6.1.1	County Contractor Reconciliation Receive Interface	21
6.2	Business Work Flows.....	21
6.2.1	County Contractor Reconciliation Receive Interface	21
7	Interface Technical Details.....	22
7.1	Interface Specifications	22
7.1.1	County Contractor Reconciliation Receive	22
7.2	Error Processing	24
7.2.1	Transmission	24
7.2.2	File Processing	25
7.3	Reports	26
7.3.1	Contractor Payment Auth Report.....	26
7.3.2	Contractor Payment Rejects Report	34

List of Figures

Figure 1 - High-Level Interface Architecture.....	10
Figure 2 - Typical Inbound Processing Flow.....	11
Figure 3 - Typical Outbound Processing Flow.....	11
Figure 4 - High Level Network Diagram	12
Figure 5 – County Contractor Reconciliation Receive Interface.....	21

Index of Tables

Table 1 - Roles and Responsibilities RACI Diagram.....	6
Table 2 - Internal DTS Connection Network	15
Table 3 - External DTS Connection County Network	16
Table 4 - Internal DTS Connection Internet Network	16
Table 5 - Partner Connection Network Information.....	17
Table 6 – Pre-Implementation Test Dates	19

1 DOCUMENT CONTROL

1.1 AMENDMENT RECORD

Version	Date	Status	Author	Comment
1.0	03/31/2009	Release	Interface Team	Initial Release
1.1	07/27/2009	Revision	Anne Kiger	Development Version
1.2	10/08/2009	Revision	Anne Kiger	Update to Section 5.3.2 and 7.3

1.2 REFERENCES

Document	Author	Status	Version
Interface Design Description	HP	Active	2.2
IHSS_CMIPSII_Words Terms and Acronym Usage Guide	CMIPS II HP Project Office	Active	1.4
4.1.3 General System Design (GSD)	HP	Active	1.0
4.1.4 Detail System Design (DSD)	HP	Active	1.0

1.3 TERMINOLOGY

Please refer to the IHSS_CMIPSII_Words Terms and Acronym Usage Guide.doc. You can find this document in the CMIPS II project work book.

Term	Definition
BObj	BusinessObjects
BPS	Business Process Server
BSD-API	Berkeley Software Distribution Application Programming Interface
CA	Computer Associates
CASS	Coding Accuracy Support System
CC	County Contract Mode
CDSS	California Department of Social Services
CM	Case Management
COTS	Commercial Off-the-Shelf
DSD	Detailed System Design

Term	Definition
DTS	Department of Technology Services
ETL	Extract, Transform and Load
FTPS	File Transfer Protocols
GSD	General System Design
HTTPS	Hypertext Transfer Protocols
IAA	Inter Agency Agreement
IDD	Interface Design Description
IEEE	Institute of Electrical and Electronic Engineers
IP	Internet Protocol
IPS	Interface Partner Specifications
IT	Information Technology
ITSD	Information Technology Services Division
JMS	Java Message Service
MOP	Month of Payment
MOU	Memorandum of Understanding
NAT	Network Address Translation
PCMB	Project Change Management Board
PII	Personally Identifiable Information
RACI	Responsible, Accountable, Consulted and Informed
SOAP	Simple Object Access Protocol
SSL	Secure Sockets Layer
SyRS	System Requirements Specification
TBD	To Be Determined
TCP/IP	Transmission Control Protocol/Internet Protocol
UDDI	Universal Description, Discovery and Integration
UPN	Universal Product Number
URLS	Uniform Resource Locator
WAN	Wide Area Network
WSDL	Web Services Description Language
XML	Extensible Markup Language

2 OVERVIEW

This work product outlines the general requirements for the indicated interface partner. It includes a description of the roles and responsibilities of the various stakeholders and participants using the interface. It provides a general overview of how external interfaces will work in the CMIPS II Application architecture. It describes the overall business processes and associated work flows between the data exchange partners, and it describes the high level technical details of the interface itself including record and transaction layouts, exchange protocols, and frequencies.

The document should be used to gain an overall understanding of how the indicated interface(s) will work. Additional information about the overall CMIPS II Interface component can be found in the Interface Design Description (IDD) document located in the CMIPS II Project Workbook.

2.1 PARTNER INTERFACES

This work product will detail the following CMIPS II interfaces:

1. CCXR3XXA – County Contractor Reconciliation Receive Interface

3 GENERAL ROLES AND RESPONSIBILITIES

The CMIPS II Project consists of several organizational participants. These organizational participants include the following:

- California Department of Social Services (CDSS)
- CMIPS II Project Office, California Office of Systems Integration (OSI)
- CMIPS II Project Vendor, Hewlett Packard
- External Interface Partners

Each of these organizations plays a critical role in the successful design, development, and implementation of the CMIPS II Application, including the interface architecture and components. The following RACI matrix provides an overview of relevant participant's roles and responsibilities.

Table 1 - Roles and Responsibilities RACI Diagram

Task#	Sub Task#	Activity	HP	OSI	Interface Partner
100		Planning			
101		Costs/Budget		R	C
	1	Coordinates Interface Partner Cost estimates		R	C
	2	Maintains Project Budget		R	C
	3	Processes Invoices for Payment		R	C
102		Schedule			

Interface Partner Specification – CC

Task#	Sub-Task#	Activity	HP	OSI	Interface Partner
	1	Develops & maintains CMIPS II Interface schedules	R	C	C
	2	Develops & maintains Interface Partner schedules for Interfaces	C	C	R
103		CMIPS II - Interface Planning			
	1	Develops CMIPS II Test Plan for Interfaces	R	A	C
	2	Develops Interface Implementation plans for CMIPS II	R	A	C
	3	Develops CMIPS II data readiness & conversion plans for Interfaces	R	A	C
	4	Develops CMIPS II Back up & Recovery Plans for Interface	R	A	C
	5	Develops CMIPS II Disaster Recovery Plans for Interface	R	A	C
104		Interface - CMIPS II Planning			
	1	Develops Interface Partner Test Plan for Interfaces	C	A	R
	2	Develops Interface Implementation plans for Interface Partner	C	A	R
	3	Prepares Interface Partner Infrastructure	C	A	R
	4	Develops Interface Partner data readiness & conversion plans for Interfaces	C	A	R
	5	Develops Interface Partner Back up & Recovery Plans for Interface	C	A	R
	6	Develops Interface Partner Disaster Recovery Plans for Interface	C	A	R
200		Contract Management			
201		Develops and Monitors MOUs and IAAs between agencies	I	R	C
300		Communications			
301		Coordinates Stakeholder Communications	R	R	C
	1	Technical Communications	R	I	C
	2	Project Management Communications	I	R	C
302		Develops Communication Plan between CMIPS II & Interface Partners	C	R	C
303		Maintains List of Contacts	C	R	C
304		Conduct regular status meetings between CMIPS II & IP's = Weekly, bi-weekly, monthly	C	R	C

Interface Partner Specification – CC

Task#	Sub-Task#	Activity	HP	OSI	Interface Partner
305		Monthly Interface Partner Status Reports	I	C	R
400		Analysis			
401		Conducts Work Group meetings between Interface Partners and HP	R	R	C
402		Defines CMIPS II Interface architecture	R	A	C
403		Defines Interface Partner Architecture	C	A	R
404		Defines CMIPS II Business, Functional, System Requirements for Interfaces	R	A	C
405		Defines Interface Partner Business, Functional, System Requirements for Interfaces	C	A	R
406		Define CMIPS II connectivity and security standards (includes DTS)	R	A	I
407		Define Interface Partner connectivity and security standards	I	A	R
500		Design			
501		Design CMIPS II overall architecture, including Interface components, connectivity & security	R	A	I
502		Design Interface Partner overall architecture for Interface components , connectivity & security	I	A	R
503		CMIPS II Interface Design Documents (IDD)	R	A	C
504		CMIPS II Interface specification for each interface partner (work product)	R	A	C
505		Partner - Interface Design Document (Specification)	C	A	R
600		Development			
601		CMIPS II - Interface Development			
	1	Develops CMIPS II Interface components	R	A	C
	2	Prepares CMIPS II - Interface Infrastructure	R	A	C
602		Interface Partner - Interface Development			
	1	Develops Interface components - Interface Partner	C	I	R
	2	Prepare Interface Partner Infrastructure	C	I	R
700		Test			
701		CMIPS II Interface Components Testing			
	1	Unit	R	A	n/a

Task#	Sub-Task#	Activity	HP	OSI	Interface Partner
	2	Integration	R	A	R
	3	Functional	R	A	R
	4	Regression (if applicable)	R	A	R
	5	Security	R	A	R
	6	Performance-Stress (if applicable)	R	A	R
702		User Acceptance	R	R	R
703		Disaster Recovery Tests			
	1	Provides Disaster Recovery Instructions for Interfaces	R	A	R
	2	Executes Disaster Recovery tests for Interfaces	R	A	R
704		Interface Partner Components Testing			
	1	System - Unit	n/a	A	R
	2	Integration	R	A	R
	3	Functional	R	A	R
1100		Risks Management			
1101		Identifies, tracks and mitigates Risks between Interface Partner, HP & OSI	R	R	C
1200		Change Management			
1201		Develops CMIPS II Interface Change Management Plan	R	A	C
1202		Identifies, tracks and logs Change Management task between Interface Partner, HP & OSI	C	R	C

The above table contains the following four values for team members:

Responsible – Performs actual work/owns task

Accountable – Approves completed work, accountable for timing and quality

Consulted – Provides information and/or capability to complete work

Informed – Informed of progress and results of work being performed

4 CMIPS II INTERFACE DESIGN OVERVIEW

4.1 OVERVIEW

CMIPS II will exchange data with a variety of State, Federal, and County interface partners. These vary from the Internal Revenue Service (IRS) to the Employment Development Department (EDD) to the In-Home Operations (IHO) unit at the Department of Health Care Services (DHCS). The following sections provide an

overview of the CMIPS II Architecture for data exchanges. They also describe the security requirements for the exchange of data with external partners.

4.1.1 High-Level Interface Architecture

The architecture addresses both the internal and external data exchanges that the CMIPS II Application will perform. The following figure is a high-level depiction of the data exchange architecture.

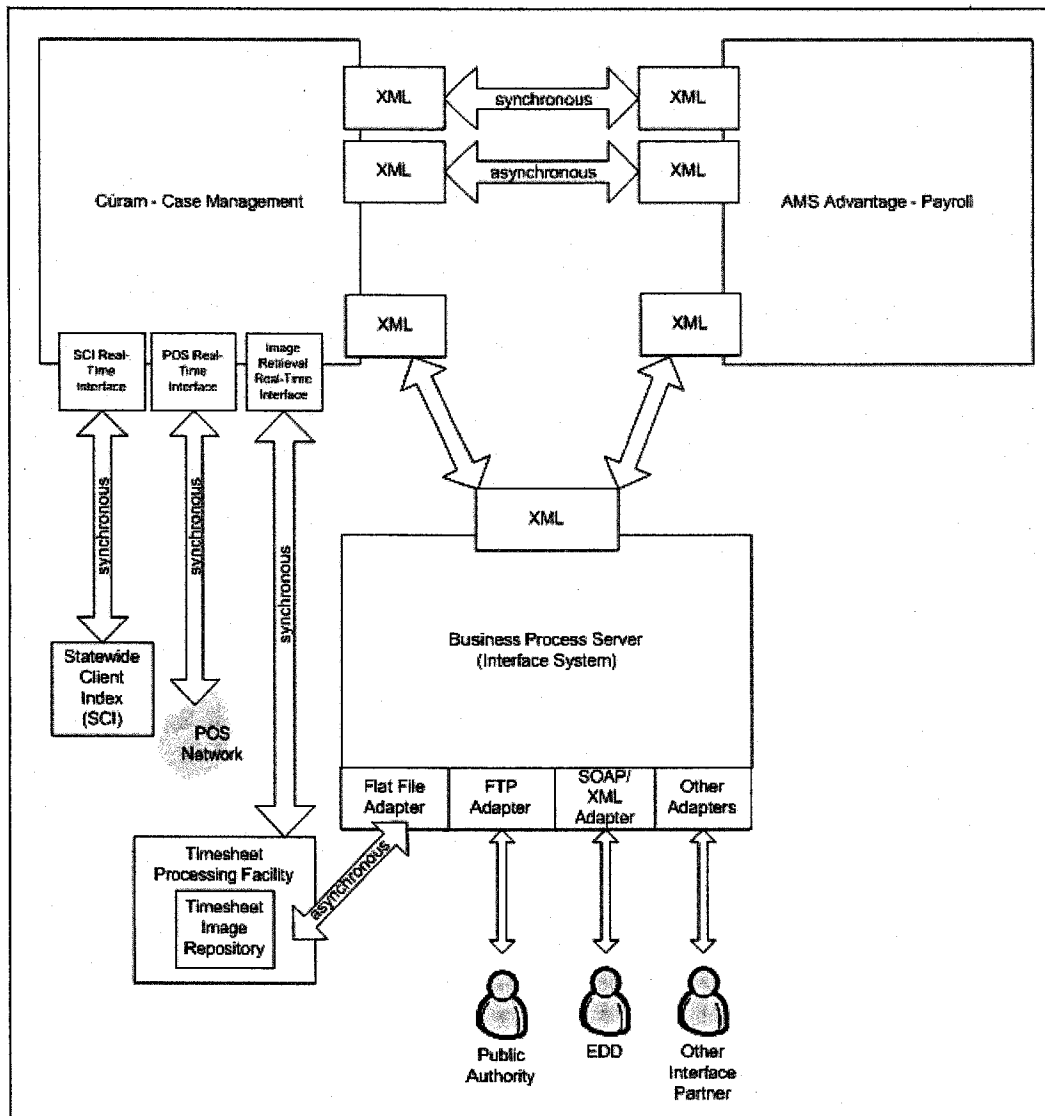


Figure 1 - High-Level Interface Architecture

4.1.2 Interface Process Flow

The following figure illustrates a typical inbound interface process.

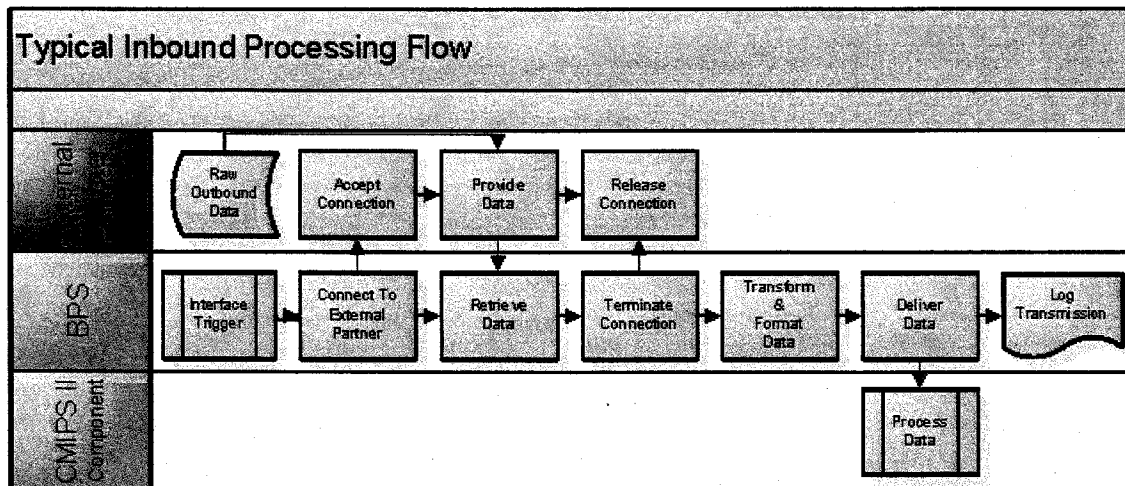


Figure 2 - Typical Inbound Processing Flow

In this example, an interface trigger, either schedule driven or event driven causes the Business Process Server (BPS) to initiate a connection to the external interface partner server. Once the connection is established, BPS retrieves the supplied interface data from the external partner's server. Once the transmission is done the connection is released. BPS then transforms the data into the format needed by the internal CMIPS II Component and delivers it for processing. BPS also logs any data and information needed to support the operational report.

The following figure illustrates a typical outbound interface process.

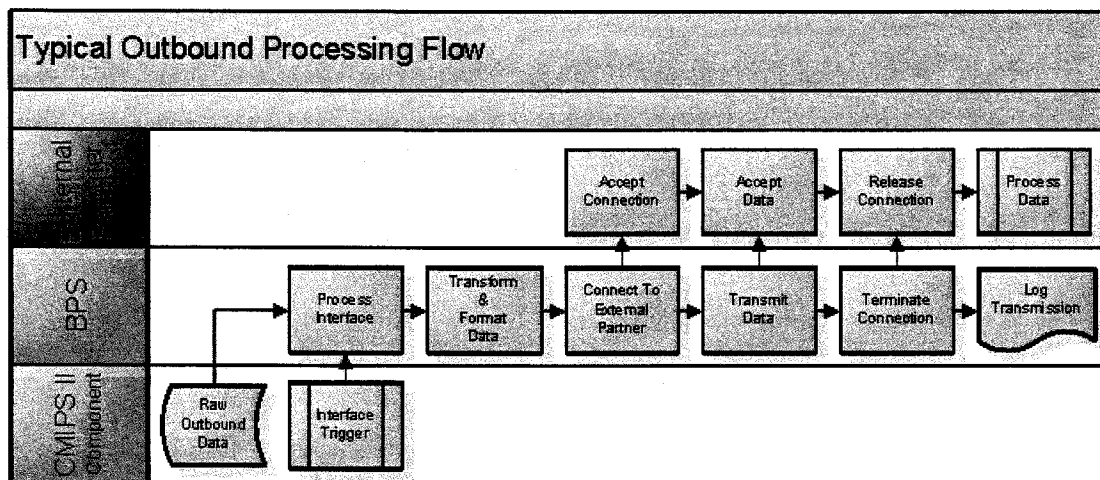


Figure 3 - Typical Outbound Processing Flow

In this example, an interface trigger, either schedule driven or event driven causes the BPS to initiate an outbound interface process. BPS receives data from the appropriate CMIPS II Component and transforms it into the proper external form needed by the external interface partner. BPS then establishes a connection to the external interface partner server. Once the connection is established BPS transmits the interface data to the external partner's server. Once the transmission is done the connection is released. BPS also logs any data and information needed to support the operational report.

4.1.3 Security Considerations

The following figure illustrates the high level network connectivity for external interface partners within the CMIPS II Environment.

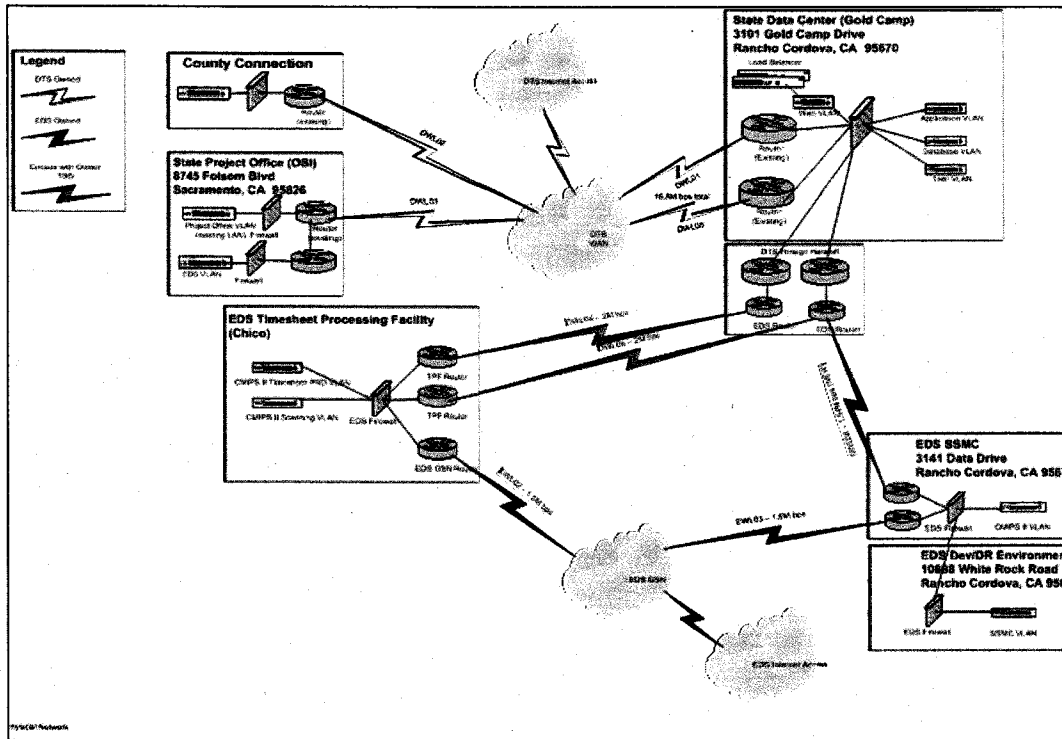


Figure 4 - High Level Network Diagram

CMIPS II will use Secure Sockets Layer (SSL) based security and authentication certificates to authenticate and communicate with external interface partners.

SSL is a cryptographic protocol that provides security and data integrity for communications over TCP/IP networks. SSL is used to create an encrypted connection between servers and clients which allows information to be transmitted confidentially. SSL can be used with either self-signed authentication certificates or with certificates issued and signed by a certificate authority. CMIPS II requires the use of certificates issued and signed by a known certificate authority. The CMIPS II System Security Plan has additional information on which third party certificate authorities can be used within the CMIPS II Environment.

The standard secured communication protocols for CMIPS II Interfaces are Hypertext Transfer Protocol Secured (HTTPS) and FTPS. These protocols should be used for communications that pass outside the internal Department of Technology Services (DTS) Data Center firewalls.

If an interface partner cannot meet the above standards, the CMIPS II Project will create a project issue and then create a mitigation strategy and plan. The mitigation plan will need approval by the Project Change Management Board (PCMB).

4.2 PREFERRED DATA EXCHANGE PROTOCOLS

The following sections contain the preferred or recommended protocols for CMIPS II data exchanges. These preferred protocols will be used unless there is a clear business need to use another protocol. Any deviations from these preferred protocols should be approved by the HP CMIPS II Application Architects and HP CMIPS II Chief Technologist.

4.2.1 Real-Time Data Exchanges

For real-time data exchanges, there are two preferred data exchange protocols. The following is a list of the preferred data exchange protocols in order of preference:

1. Web Services using HTTPS and Extensible Markup Language/Simple Object Access Protocol (XML/SOAP) where Extensible Markup Language (XML) is used to tag the data and SOAP is used to transfer the data.
2. Point-to-point Internet Protocol (IP)-based internet sockets based on the Berkeley Software Distribution Application Programming Interface (BSD-API) standard.

4.2.2 Batch Data Exchanges

For batch data exchanges, there are four preferred data exchange protocols. The following is a list of the preferred data exchange protocols in order of preference:

1. Web Services using HTTPS and XML/SOAP where XML is used to tag the data and SOAP is used to transfer the data
2. FTP Secure (FTPS) services
3. Direct connection to DTS supplies file server for data deposits/retrievals
4. Data placed on tape or CD-ROM media and delivered via secure courier services

4.3 SYNCHRONOUS ASYNCHRONOUS

The architectural decision regarding synchronous versus asynchronous communications is based on the data that is processed through the transaction. In general, real-time transactions will employ synchronous communications and batch transactions will employ asynchronous communications.

4.4 EXTERNAL INTERFACES

The definition of an external interface is an interaction between the CMIPS II Application that involves an external interface partner. These interactions will include both real-time and batch interactions. The information related to each of these interactions is described in the following sections.

4.4.1 Real-Time Synchronous Interfaces

This type of interaction includes those that require one of the applications to wait on a response from the other, prior to finalizing the interaction. This type of interaction is sometimes known as request/response because one entity sends a request for data and then waits for the response to the data request.

These interactions will be performed through web services or point-to-point socket calls. A good example of this interaction type is when the Cúram Application needs to clear a new recipient with the Statewide Client Index (SCI). In this example, the Cúram Application will initiate a point-to-point socket call to the SCI. Another example is when the Cúram Application needs to display a timesheet image. In this example, a web service call would be made by Cúram to the Timesheet Processing Facility (TPF) to retrieve the image which would then be displayed by the Cúram Application.

4.4.2 Real-Time Asynchronous Interfaces

There are no plans to implement external asynchronous real-time interfaces in the CMIPS II Application.

4.4.3 Batch Asynchronous Interfaces

There are numerous asynchronous batch interfaces with CMIPS II and external partners. These interfaces will be initiated and controlled by the CMIPS II BPS Component. There are two business requirements driving CMIPS II to be the initiator of these interfaces.

They are:

- All interfaces shall provide guaranteed and once-only delivery.
- All interfaces shall detect and provide the functionality to support the correction of partial or interrupted deliveries.

For example, when a file is ready for transmission to an external partner, the CMIPS II BPS Component will open the appropriate communication channel and will then send the data file. This allows CMIPS II to meet the above requirements using CMIPS II BPS capabilities. If BPS detects that there was a bad transmission, it can either resend the file or restart an interrupted transmission. If the partner's component initiated the transmission, CMIPS II would have no way to assure that they pulled or pushed the data.

5 OPERATIONAL DETAILS

5.1 INTERFACE SCHEDULING

The HP CMIPS II Team will work with the external interface partner SPOC to identify the specific scheduling details of each interface. These details will include timing, processing needs and other considerations.

5.2 BATCH

As previously described, CMIPS II will, in most cases; control batch interfaces in order to meet the "guaranteed and one-only delivery" and "correction of partial or interrupted delivers" requirements. These interfaces will be initiated and controlled by the CMIPS II BPS Component.

The CMIPS II Interface team will work with each external interface partner to establish connectivity to the appropriate partner-based connection server. In most cases this will be a partner-supplied FTPS server.

The information supplied below describes connection points that are supported within the State DTS Data Center CMIPS II Environment where the external partner is unable to provide the connection server.

5.2.1 Internal to DTS

Systems that are in-house at the State DTS Data Center are considered "Internal to DTS Interfaces". These systems can communicate with the CMIPS II BPS Interface servers using the following technical information.

Table 2 - Internal DTS Connection Network

Environment	IP	Protocol	Ports	URL
DEV	TBD	https://	TBD	TBD
DEV	TBD	ftps://	TBD	TBD
DEV-Interface	TBD	https://	TBD	TBD
DEV-Interface	TBD	ftps://	TBD	TBD
Test1	TBD	https://	TBD	TBD
Test2	TBD	https://	TBD	TBD
Test3	TBD	https://	TBD	TBD
Test4	TBD	https://	TBD	TBD
Test5	TBD	https://	TBD	TBD
Test6	TBD	https://	TBD	TBD
Test7	TBD	https://	TBD	TBD
Test8	TBD	https://	TBD	TBD
PROD	TBD	TBD	TBD	TBD

5.2.2 External to DTS Interfaces

Systems that are housed external to the State DTS Data Center are considered "External to DTS Interfaces". The two general groupings in this category are County Network data exchange partners and Public Internet Network data exchange partners.

5.2.2.1 External to DTS – County Network

The following information can be used by County Network data exchange partners to connect to the CMIPS II BPS Interface servers hosted at the State DTS Data Center. Please note that County users may use different Network Address

Translation (NAT) addresses or URLs as defined by their Local County Network Technical Support teams coordinating with the DTS Networking team.

Table 3 - External DTS Connection County Network

Environment	IP	Protocol	Ports	URL
DEV	TBD	https://	TBD	TBD
DEV	TBD	https://	TBD	TBD
DEV-Interface	TBD	https://	TBD	TBD
DEV-Interface	TBD	https://	TBD	TBD
Test1	TBD	https://	TBD	TBD
Test2	TBD	https://	TBD	TBD
Test3	TBD	https://	TBD	TBD
Test4	TBD	https://	TBD	TBD
Test5	TBD	https://	TBD	TBD
Test6	TBD	https://	TBD	TBD
Test7	TBD	https://	TBD	TBD
Test8	TBD	https://	TBD	TBD
PROD	TBD	TBD	TBD	TBD

5.2.2.2 External to DTS – Public Internet Network

The following information can be used by Public Internet Network data exchange partners to connect to the CMIPS II BPS Interface servers hosted at the State DTS Data Center. Please note that County or external users may use different NAT addresses or URLs as defined by their Local Network Technical Support teams coordinating with the DTS Networking team.

Table 4 - Internal DTS Connection Internet Network

Environment	IP	Protocol	Ports	URL
DEV	TBD	https://	TBD	TBD
DEV	TBD	https://	TBD	TBD
DEV-Interface	TBD	https://	TBD	TBD
DEV-Interface	TBD	https://	TBD	TBD
Test1	TBD	https://	TBD	TBD
Test2	TBD	https://	TBD	TBD
Test3	TBD	https://	TBD	TBD
Test4	TBD	https://	TBD	TBD
Test5	TBD	https://	TBD	TBD
Test6	TBD	https://	TBD	TBD
Test7	TBD	https://	TBD	TBD
Test8	TBD	https://	TBD	TBD
PROD	TBD	TBD	TBD	TBD

5.2.3 External Partner Technical Information

The following table lists the technical connection information needed for the external partner. Associated security information will not be documented in this document for security reasons.

Table 5 - Partner Connection Network Information

External Partner	IP	Protocol	Ports	URL
Butte County	TBD	TBD	TBD	TBD
Riverside County	TBD	TBD	TBD	TBD
San Joaquin County	TBD	TBD	TBD	TBD
San Francisco County	TBD	TBD	TBD	TBD
San Mateo County	TBD	TBD	TBD	TBD
Santa Barbara County	TBD	TBD	TBD	TBD

CMIPS II will connect to the supplied FTP server and pull/push files using the FTPS protocol. If an external partner does not have an FTP server, DTS may be able to provide an internal connection that can be used. This will need to be confirmed by the CMIPS II Project and DTS.

5.3 DATA CONVERSION INFORMATION

During the rolling implementation of CMIPS II and the conversion of IHSS data from the legacy CMIPS System to CMIPS II, considerations will need to be made for some external interface partners.

5.3.1 General Interface Information from Data Conversion

The CMIPS II Data Conversion process will produce a cross-reference listing of CMIPS recipient cases and providers that were successfully converted into CMIPS II. The recipient case cross-reference will consist, at a minimum, of the following information:

- CMIPS (legacy) recipient Case Number
- CMIPS II (new) recipient Case Number
- Recipient Last Name
- Recipient First Name
- Client Index Number, if needed by the interface partner
- Social Security Number, if needed by the interface partner

The provider cross-reference listing will consist, at a minimum, of the following information:

- CMIPS (legacy) provider number
- CMIPS II (new) provider number
- Provider Last Name
- Provider First Name
- Social Security Number, if needed by the interface partner
- Employer Identification Number, if needed by the interface partner

These data elements may change as the development of CMIPS II proceeds, and/or external interface partner requirements are further identified.

Some external interface partners will need data/information during the CMIPS II conversion and implementation process.

5.3.2 IHSS Data Conversion External Interface Partner Information

It is the responsibility of each County to provide to their Contractor, the cross reference information from the CMIPS (Legacy) Case Number to the CMIPS II (New) Case Number to allow their contractor to continue billing/invoicing once the County has converted to CMIPS II. The CMIPS II County Contractor Reconciliation Interface layout requires use of the CMIPS II (New) Case Number for all files submitted after a County is live on CMIPS II.

5.4 TESTING INFORMATION

5.4.1 Pre-Implementation

The HP CMIPS II Test team will work with the HP Interface team to identify an External Interface Partner Single Point of Contact (SPOC) for testing of the interfaces. The HP CMIPS II Test team will work with each SPOC to develop a test schedule and plan that will assure each interface is tested and ready for implementation. The Test team will also prepare test data and test scenarios that can be shared with each interface partner. The test data and scenarios will test triggering conditions and the actual interface data. Testing will be performed in conjunction with the external interface partners for the following test phases:

- Integration Testing – This test phase will utilize minimal (1-2 records) mock data for each interface. For each interface outbound from CMIPS II, data will be transmitted to the external interface partner to ensure connection/transfer success. For each interface inbound to CMIPS II, the external partner for each interface would provide minimal mock data to test the retrieval by or transmission to CMIPS II.
- Functional Testing – This test phase will utilize end to end testing in CMIPS II and full business processing to create outbound interface files and to process inbound interface files. This testing may require multiple exchanges with an interface partner to ensure that all components are adequately tested. This testing will be preformed by the HP CMIPS II team.
- User Acceptance Testing (UAT) – This test phase will utilize end to end testing in CMIPS II and full business processing to create outbound

interface files and to process inbound interface files. This testing may require multiple exchanges with an interface partner to ensure that all components are adequately tested. This testing will be preformed by CDSS, OSI and County staff and may utilize conversion data in specific counties.

If an external interface partner is not able to test or is not prepared for testing, mock inbound data will be utilized by the HP CMIPS II Test team to test the CMIPS II System to confirm that given appropriate input, CMIPS II functionality will perform as expected.

5.4.1.1 Communication

During the Integration testing phase, communication with the external interface partner will be with the HP CMIPS II Development team. All connectivity testing will be coordinated through the external partner single-point-of-contact (SPOC) or designee.

During the Functional testing phase, communication will be coordinated through the HP CMIPS II System Test team. All collaborative functional testing will be coordinated through the external partner single-point-of-contact (SPOC) or designee.

During the UAT testing phase, communication will be coordinated through the OSI CMIPS II UAT Test team and the HP CMIPS II Test team. All collaborative UAT testing will be coordinated through the external partner single-point-of-contact (SPOC) or designee.

5.4.1.2 External Partner Specific Pre-Implementation Testing Information

Table 6 – Pre-Implementation Test Dates

Interface	CMIPS II Project Scripts Available	Begin Integration Testing Phase	External Partner Testing Readiness	Begin Interface Partner Functional Testing Phase	Begin Interface Partner UAT Testing Phase
CCXR3XXA	10/10/2009	10/23/2009	10/23/2009	11/25/2009	12/17/2009

5.4.2 Post-Implementation

After CMIPS II implementation testing will be required for an interface if a system change to CMIPS II is determined to have a potential impact on that interface or if the change is to the interface directly. Interface Partner participation may be required in these situations to assure that CMIPS II and the Partner system is not adversely affected by the change. The HP CMIPS II Test team will work with the External Interface Partner Single Point of Contact (SPOC) to coordinate testing of the affected interface(s). The HP CMIPS II Test team will work with each SPOC to develop a test schedule and plan that will assure the interface is tested and ready for production release. The Test team will also prepare test data and test scenarios that can be shared with the interface partner. The test data and scenarios will test

triggering conditions and the actual interface data. Testing may be performed in conjunction with the external interface partners for the following test phases:

- **Functional Testing** – This test phase will utilize end to end testing in CMIPS II and full business processing to create outbound interface files and to process inbound interface files. This testing may require multiple exchanges with an interface partner to ensure that all components are adequately tested. This testing will be preformed by the HP CMIPS II team.
- **User Acceptance Testing (UAT)** – This test phase will utilize end to end testing in CMIPS II and full business processing to create outbound interface files and to process inbound interface files. This testing may require multiple exchanges with an interface partner to ensure that all components are adequately tested. This testing will be preformed by CDSS, OSI and County staff.

5.4.2.1 Communication

During the CMIPS II Change Management process, OSI will communicate with External Interface partners regarding any CMIPS II Change Request that will modify an interface or regarding any Change Request that will require Interface Partner participation in the testing phase. OSI would also provide any necessary Change Request(s) to the External Partner as determined necessary.

During the Functional testing phase, communication will be coordinated through the HP CMIPS II System Test team. All collaborative functional testing will be coordinated through the external partner single-point-of-contact (SPOC) or designee.

During the UAT testing phase, communication will be coordinated through the OSI CMIPS II UAT Test team and the HP CMIPS II Test team. All collaborative UAT testing will be coordinated through the external partner single-point-of-contact (SPOC) or designee.

5.5 IMPLEMENTATION INFORMATION

The HP CMIPS II Implementation team will work with the HP Interface team to identify an External Interface Partner Single Point of Contact (SPOC) for implementation of each interface. During the implementation phase for each County, the External Interface Partner SPOC will be engaged by the Implementation team to help facilitate a smooth transition/start-up for the County interface.

5.5.1 Legacy CMIPS/CMIPS II Considerations

During the phased roll-out of CMIPS II as a Contract County implements CMIPS II, this interface and its associated business processes will take the place of the current Legacy CMIPS processes. CMIPS II and Legacy CMIPS processes should not exist simultaneously in any county.

5.6 SECURITY INFORMATION

The HP CMIPS II Architecture team will work with the HP Interface team to identify an External Interface Partner SPOC for each interface. During the development/coding phase for each interface, the External Interface Partner SPOC will be engaged by the Architecture team to establish connections and security protocols in preparation for testing and implementation.

6 INTERFACE BUSINESS INFORMATION

6.1 BUSINESS PROCESS AND PURPOSE

6.1.1 County Contractor Reconciliation Receive Interface

Each County Contractor produces a semi-monthly or monthly file of payroll invoices. CMIPS II shall process the file and the reconciliation information will be made available in online reports.

6.2 BUSINESS WORK FLOWS

6.2.1 County Contractor Reconciliation Receive Interface

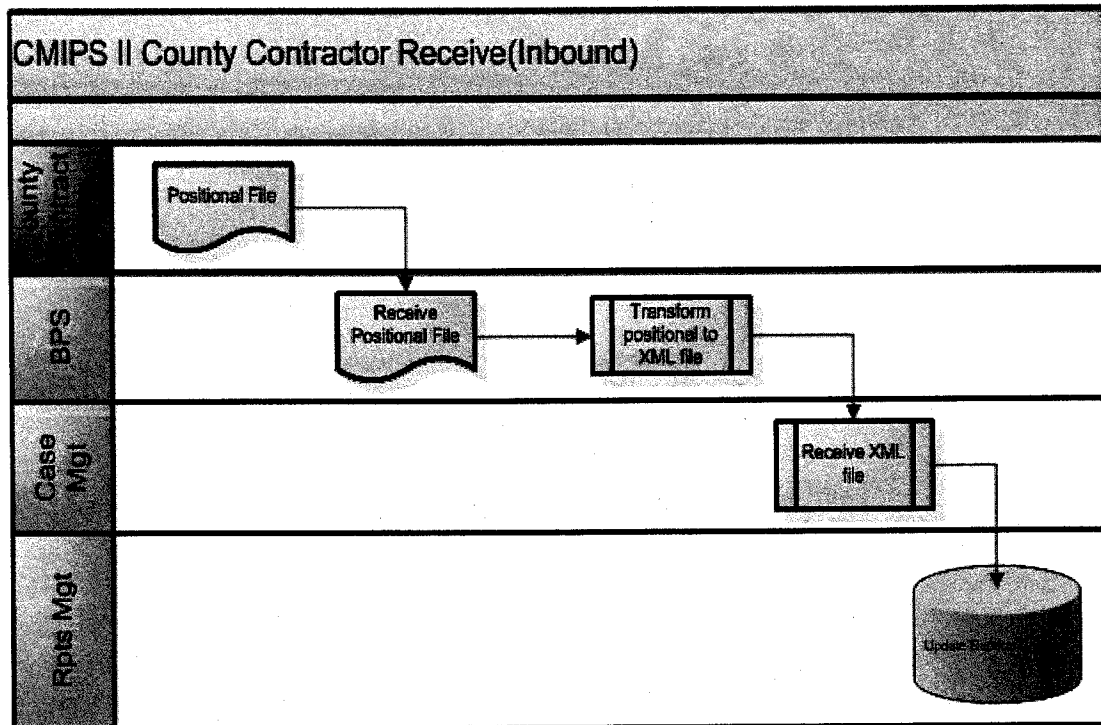


Figure 5 – County Contractor Reconciliation Receive Interface

1. File is received from a contract county.
2. BPS transforms the file to XML.

3. Case Management business processes are executed.
4. Results are passed to the reporting database and the reconciliation reports are generated.

7 INTERFACE TECHNICAL DETAILS

7.1 INTERFACE SPECIFICATIONS

7.1.1 County Contractor Reconciliation Receive

7.1.1.1 Technical Name of Interface – CCXR3XXA

Multiple files are created or received with this interface. Each file has an individual technical name detailed in the table below. The layout of each file is the same and any process associated with the interface is the same, any processes executed for this interface may be run independently for each file.

County Contractor	Technical Name
Butte County	CCMR304A
Riverside County	CCMR333A
San Joaquin County	CCMR339A
San Francisco County	CCSR338A
San Mateo County	CCMR341A
Santa Barbara County	CCMR342A

7.1.1.2 Characteristics of Interface

- Type – Batch
- Format – Positional
- Priority – Critical
- Frequency – Semi-Monthly (SM) or Monthly (M)
 - Butte – M
 - Riverside – M
 - San Francisco – SM
 - San Joaquin – M
 - San Mateo – M
 - Santa Barbara – M
- Timing – Sequencing – To be determined with the CMIPS II Operations team
- Security & Privacy Classification – CMIPS II will establish a secure FTP connection with County Contractors to push/pull files

- Source(s) (System) – County Contractor
- Target(s) (System) – CMIPS II
- Data Transformation(s) – Positional to XML format
- Media – Electronic File
- Interface Method – FTPS

7.1.1.3 Data Elements of Interface

7.1.1.3.1 Logical Layout Name/Transaction: Contractor Specific Record (Header)

Data Item Name	Format	Length	Comment
RECORD HEADER INDICATOR	String	1	Indicates Record Type – Values are: 1 = Header
COUNTY NUMBER	Numeric	2	Values are: 04 = Butte 33 = Riverside 38 = San Francisco 39 = San Joaquin 41 = San Mateo 42 = Santa Barbara
CONTRACTOR NUMBER	Numeric	1	Values are: 1 – 9
SERVICE MONTH	MMYY	4	Month and year being billed
SERVICE PERIOD	String	1	Values are: A = Bimonthly billing – Days 1-15 B = Bimonthly billing – Days 16-31 C = Contractors submitting monthly billings
INVOICE DATE	MMDDYY	6	Invoice date submitted by the contractor
INVOICE NUMBER	String	6	Invoice number submitted by the contractor
BEGIN DATE	MMYY	4	Contract begin date
CONTRACTOR RATE	Numeric	5	Format is five characters with two decimal places, without the decimal
CONTRACTOR NAME	String	30	
FILLER	String	80	

7.1.1.3.2 Logical Layout Name/Transaction: Recipient Specific Record (Detail)

Data Item Name	Format	Length	Comment
RECORD HEADER INDICATOR	String	1	Indicates Record Type – Values are: 2 = Recipients Detail Record
RECIPIENT CASE NUMBER	Numeric	7	CMIPS II case number
RECIPIENT LAST NAME	String	17	
RECIPIENT FIRST NAME	String	12	
RECIPIENT MIDDLE INITIAL	String	1	
RECIPIENT SSN	String	9	
RECIPIENT SERVICE MONTH	MMYY	4	Month being billed for which services were provided
RECIPIENT SERVICE PERIOD	String	1	Values are: A = Bimonthly billing – Days 1-15 B = Bimonthly billing – Days 16-31 C = Contractors submitting monthly billings
RECIPIENT AUTHORIZED HOURS	HHHMM	5	
RECIPIENT BILLED HOURS	HHHMM	5	
RECIPIENT CONTRACT RATE	Numeric	5	Format is five characters with two decimal places, without the decimal
SOC OBLIGATED DATE	MMDDYY	6	Date Medi-Cal card swiped
SOC COLLECTED	Numeric	6	SOC collected by the contractor
FILLER	String	30	

7.2 ERROR PROCESSING**7.2.1 Transmission**

A transmission error is the non-receipt of an expected file. Transmission errors will be addressed using phone contact in the appropriate and identified manner based on the interface partner involved in the transmission failure. Details for completing the transmission will be determined during this contact.

7.2.2 File Processing

A file processing error is the existence of an error in a successfully delivered file that prevents the processing of this file. The system responsible for processing the file should first follow their own procedures for validating that the error is not with their system. Next, the system responsible for processing should contact the appropriate and identified contact for the source system. This contact should provide notification that either there is an error in processing and any expected responses may be delayed. Or the contact should request that the file be reviewed and corrected by the source system and re-transmitted. Details will be determined through this communication.

7.3 REPORTS

The following reports will be made available to County Staff in the CMIPS II online reports.

7.3.1 Contractor Payment Auth Report

S T A T E O F C A L I F O R N I A										PAGE 9999			
COUNTY: AAAAAAAAAAAAAA										CYCLE DATE: MM/DD/YYYY TO MM/DD/YYYY			
OFFICE: 99										IN-HOME SUPPORTIVE SERVICES			
CONTRACTOR PAYMENT AUTH REPORT - ALPHA										RUN DATE: MM/DD/YYYY TIME: HH:MM:SS			
										INVOICE DATE: MM/DD/CCYY			
										INVOICE NUMBER: XXXXXXXX			
RECIPIENT NAME / CASE NUMBER	SERVICE MON/PER	CMIPS II AUTH HOURS	CC AUTH HOURS	BILLED HOURS	CUTBACK HOURS	CMIPS II AUTH AMOUNT	BILLED AMOUNT	CUTBACK AMOUNT	SOC OBLIGATED CURRENT CMIPS II SOC	SOC OBLIGATED DATE	APPROVED FOR PAY	SERV LVL	FUND SOURCE
XXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXX X 1112548	MM/CCYY X	99,999:99 99,999:99	99,999:99 99,999:99	99,999:99	99,999:99	\$999.99 \$999.99	4999.99	\$999.99	999.99 999.99	MM/DD/YY	9999.99	999%	2N
***** 99 - SUBMITTED RATE: 99.99													
***** 99 - (INFORMATION & WARNING MESSAGES)													
XXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXX X 9999999	MM/CCYY X	99,999:99 99,999:99	99,999:99 99,999:99	99,999:99	99,999:99	\$999.99 \$999.99	\$999.99	\$999.99	999.99 999.99	MM/DD/YY	9999.99	999%	2L
***** 99 - SUBMITTED RATE: \$99.99													
***** 99 - (INFORMATION & WARNING MESSAGES)													
XXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXX X 9999999	MM/CCYY X	99,999:99 99,999:99	99,999:99 99,999:99	99,999:99	99,999:99	\$999.99 \$999.99	\$999.99	\$999.99	999.99 \$999.99	MM/DD/YY	9999.99	999%	2M
***** 99 - SUBMITTED RATE: \$99.99													
***** 99 - (INFORMATION & WARNING MESSAGES)													
CONFIDENTIAL													
DATA UPDATED AS OF APPROXIMATELY 8:00 PM THE PREVIOUS DAY													

S T A T E O F C A L I F O R N I A										PAGE: 9999999	
COUNTY: XXXXXXXXXX				IN-HOME SUPPORTIVE SERVICES						CYCLE DATE: MM/DD/YYYY TO MM/DD/YYYY	
OFFICE: 99				CONTRACTOR PAYMENT AUTH SUMMARY						RUN DATE: MM/DD/YYYY TIME: HH:MM:SS	
										INVOICE DATE MM/DD/YYYY	
										INVOICE NO 99999999X	
SUMMARY TOTALS - All Programs											
SERVICE MON/PER	CMIPS II AUTH HOURS		BILLED HOURS	CUTBACK HOURS	CMIPS II AUTH AMOUNT		BILLED AMOUNT	CUTBACK AMOUNT	SOC OBLIGATED	APPROVED FOR PAY	
	CC AUTH HOURS				CC AUTH AMOUNT					CURRENT	CMIPS II SOC
03/2008	99,999.99:99		99,999:99	999:99	99,999.99		99,999.9	99,999.99	99,999.99		\$99,999.99
	99,999.99:99				99,999.99		9	99,999.99	99,999.99		\$99,999.99
04/2008	99,999.99:99		99,999:99	999:99	99,999.99		99,999.9	99,999.99	99,999.99		\$99,999.99
	99,999.99:99				99,999.99		9	99,999.99	99,999.99		\$99,999.99
MM YYYY	99,999.99:99		99,999:99	999:99	99,999.99		99,999.9	99,999.99	99,999.99		\$99,999.99
	99,999.99:99				99,999.99		9	99,999.99	99,999.99		\$99,999.99
MM YYYY	99,999.99:99		99,999:99	999:99	99,999.99		99,999.9	99,999.99	99,999.99		\$99,999.99
	99,999.99:99				99,999.99		9	99,999.99	99,999.99		\$99,999.99
TOTAL MONTHS	99,999.99:99		99,999:99	999:99	99,999.99		99,999.9	99,999.99	99,999.99		\$99,999.99
	99,999.99:99				99,999.99		9	99,999.99	99,999.99		\$99,999.99
									TOTAL CASE MONTHS 9,999		
DATA UPDATED AS OF APPROXIMATELY 8:00 PM THE PREVIOUS DAY											

STATE OF CALIFORNIA				PAGE: 9999999				
COUNTY: XXXXXXXXXX		IN-HOME SUPPORTIVE SERVICES		CYCLE DATE: MM/DD/YYYY TO MM/DD/YYYY				
OFFICE: 99		CONTRACTOR PAYMENT AUTH SUMMARY		RUN DATE: MM/DD/YYYY TIME: HH:MM:SS				
				INVOICE DATE MM/DD/YYYY				
				INVOICE NO 9999999X				
SUMMARY TOTALS - PCSP								
SERVICE MON/PER	CMIPS II AUTH HOURS	BILLED HOURS	CUTBACK HOURS	CMIPS II AUTH AMOUNT	BILLED AMOUNT	CUTBACK AMOUNT	SOC OBLIGATED CURRENT CMIPS II SOC	APPROVED FOR PAY
03/2008	99,999.99:99	99,999:99	999:99	999,999.99	999,999.99	999,999.99	999,999.99	999,999.99
	99,999.99:99			999,999.99			999,999.99	
04/2008	99,999.99:99	99,999:99	999:99	999,999.99	999,999.99	999,999.99	999,999.99	999,999.99
	99,999.99:99			999,999.99			999,999.99	
MM YYYY	99,999.99:99	99,999:99	999:99	999,999.99	999,999.99	999,999.99	999,999.99	999,999.99
	99,999.99:99			999,999.99			999,999.99	
MM YYYY	99,999.99:99	99,999:99	999:99	999,999.99	999,999.99	999,999.99	999,999.99	999,999.99
	99,999.99:99			999,999.99			999,999.99	
TOTAL MONTHS	99,999.99:99	99,999:99	999:99	999,999.99	999,999.99	999,999.99	999,999.99	999,999.99
	99,999.99:99			999,999.99			999,999.99	
				TOTAL CASE MONTHS 9,999				
DATA UPDATED AS OF APPROXIMATELY 8:00 PM THE PREVIOUS DAY								

				S T A T E O F C A L I F O R N I A				PAGE: 9999999			
COUNTY: XXXXXXXXXXXX				IN-HOME SUPPORTIVE SERVICES				CYCLE DATE: MM/DD/YYYY TO MM/DD/YYYY			
OFFICE: 99				CONTRACTOR PAYMENT AUTH SUMMARY				RUN DATE: MM/DD/YYYY TIME: HH:MM:SS			
								INVOICE DATE MM/DD/YYYY			
								INVOICE NO 9999999X			
SUMMARY TOTALS - IPO											
SERVICE MON/PER	CMIPS II AUTH HOURS	BILLED HOURS	CUTBACK HOURS	CMIPS II AUTH AMOUNT		BILLED AMOUNT	CUTBACK AMOUNT	SOC OBLIGATED	APPROVED FOR PAY		
				CC AUTH AMOUNT	CMIPS II SOC				CURRENT		
03/2008	99,999.99:99	99,999:99	999:99	999,999.99	999,999.99	999,999.99	999,999.99	999,999.99		999,999.99	
	99,999.99:99			999,999.99			999,999.99				
04/2008	99,999.99:99	99,999:99	999:99	999,999.99	999,999.99	999,999.99	999,999.99	999,999.99		999,999.99	
	99,999.99:99			999,999.99			999,999.99				
MM YYYY	99,999.99:99	99,999:99	999:99	999,999.99	999,999.99	999,999.99	999,999.99	999,999.99		999,999.99	
	99,999.99:99			999,999.99			999,999.99				
MM YYYY	99,999.99:99	99,999:99	999:99	999,999.99	999,999.99	999,999.99	999,999.99	999,999.99		999,999.99	
	99,999.99:99			999,999.99			999,999.99				
TOTAL MONTHS	99,999.99:99	99,999:99	999:99	999,999.99	999,999.99	999,999.99	999,999.99	999,999.99		999,999.99	
	99,999.99:99			999,999.99			999,999.99				
								TOTAL CASE MONTHS 9,999			
DATA UPDATED AS OF APPROXIMATELY 8:00 PM THE PREVIOUS DAY											

STATE OF CALIFORNIA				PAGE: 9999999						
COUNTY: XXXXXXXXXX				CYCLE DATE: MM/DD/YYYY TO MM/DD/YYYY						
OFFICE: 99				RUN DATE: MM/DD/YYYY TIME: HH:MM:SS						
				INVOICE DATE MM/DD/YYYY						
				INVOICE NO 9999999X						
SUMMARY TOTALS - IHSS-R										
SERVICE MON/PER	CMIPS II AUTH HOURS		BILLED HOURS	CUTBACK HOURS	CMIPS II AUTH AMOUNT		BILLED AMOUNT	CUTBACK AMOUNT	SOC OBLIGATED CURRENT CMIPS II SOC	APPROVED FOR PAY
	CC AUTH HOURS				CC AUTH AMOUNT					
03/2008	99,999.99:99		99,999:99	999:99	99,999.99		999,999.99	999,999.99	999,999.99	999,999.99
	99,999.99:99				999,999.99			999,999.99		
04/2008	99,999.99:99		99,999:99	999:99	99,999.99		999,999.99	999,999.99	999,999.99	999,999.99
	99,999.99:99				999,999.99			999,999.99		
MM YYYY	99,999.99:99		99,999:99	999:99	99,999.99		999,999.99	999,999.99	999,999.99	999,999.99
	99,999.99:99				999,999.99			999,999.99		
MM YYYY	99,999.99:99		99,999:99	999:99	99,999.99		999,999.99	999,999.99	999,999.99	999,999.99
	99,999.99:99				999,999.99			999,999.99		
TOTAL MONTHS	99,999.99:99		99,999:99	999:99	99,999.99		999,999.99	999,999.99	999,999.99	999,999.99
	99,999.99:99				999,999.99			999,999.99		
TOTAL CASE MONTHS 9,999										
DATA UPDATED AS OF APPROXIMATELY 8:00 PM THE PREVIOUS DAY										

7.3.1.1 Report Description

The Contractor Payment Auth Report lists recipient cases for which the Contractor has submitted billing. The Contractor may submit billing for any service period for which services were provided, but only those services provided in the current billing month and two previous months will appear.

7.3.1.2 Data Contained

Data Field	Description
PAGE	Page Number.
COUNTY	County report is generated for.
CYCLE DATE	Scheduled Month and Year.
OFFICE	District Office the report was run for.
RUN DATE	The date the report was actually ran.
TIME	The HH:MM:SS the report was run.
INVOICE DATE	The invoice date submitted by the Contractor.
INVOICE NUMBER	The invoice number submitted by the Contractor.
ALPHA SORT	
RECIPIENT NAME / CASE NUMBER	The name and associated number of the recipient for whom the services are being billed.
SERVICE MON / PER	The month and year (MM/YYYY) services being billed were provided to the recipient. The period (PER) indicates the Contractors billing period. Valid indications are: <ul style="list-style-type: none"> • A – Days 1 -15 for Contractors billing bimonthly • B – Days 16 – 31 for Contractors billing bimonthly • C – Contractors billing monthly
CMIPS II AUTH HOURS	The number of Contractor (CC) mode service hours and minutes the recipient is authorized to receive during a service month.
BILLED HOURS	The number of service hours and minutes billed by the contractor for a service month.
CUTBACK HOURS	The difference between the authorized hours and minutes and the billed hours and minutes submitted for a recipient in a billing period.
CMIPS II AUTH AMOUNT	The Contractor (CC) mode payment amount authorized for the recipient.
BILLED AMOUNT	The billed amount submitted by the contractor for payment for services provided for a recipient.
CUTBACK AMOUNT	The difference between the authorized amount and the billed amount submitted. The Contractor billing will be reduced by the resulting dollar amount.
SOC OBLIGATED	The obligated Share of Cost, calculated by CMIPS II, the recipient is responsible to pay to the Contractor for services provided before IHSS payments ensue.

Data Field	Description
SOC OBLIGATED DATE	The date the Medi-Cal card was swiped.
APPROVED FOR PAY	The billed amount minus any CUTBACK AMOUNT and/or SOC APPLIED associated with the recipient case.
SERV LVL	The Service Level, represented as a whole number (73%), is determined as the percentage of authorized hours served for the billing period.
FUND SOURCE	The IHSS Aid Code of the recipient which represents the funding source (2L, 2N, 2M).
CC AUTH HOURS	County Contractor Authorized Hours and minutes.
CC AUTH AMOUNT	County Contractor Authorized Amount.
CURRENT CMIPS II SOC	The current SOC amount in CMIPS II.
INFORMATION & WARNING MESSAGES	The messages appearing result from conflicts in the information submitted by the contractor and CMIPS II data.
PROGRAM TYPE (IHSS FUNDING SOURCE) & SUMMARY TOTALS - PCSP, IPO and IHSS-R	
SERVICE MON/PER	<p>The month and year (MM/YYYY) services being billed were provided to the recipient. The period (PER) indicates the Contractors billing period.</p> <p>Valid indications are:</p> <ul style="list-style-type: none"> • A – Days 1 -15 for Contractors billing bimonthly • B – Days 16 – 31 for Contractors billing bimonthly • C – Contractors billing monthly
CMIPS II AUTH HOURS	The number of Contractor (CC) mode service hours and minutes the recipient is authorized to receive during a service month.
BILLED HOURS	The number of service hours and minutes billed by the contractor for a service month.
CUTBACK HOURS	The difference between the authorized hours and minutes and the billed hours submitted for a recipient in a billing period.
CMIPS II AUTH HOURS	The number of Contractor (CC) mode service hours and minutes the recipient is authorized to receive during a service month.
BILLED AMOUNT	The billed amount submitted by the contractor for payment for services provided for a recipient.
CUTBACK AMOUNT	<p>The difference between the authorized amount and the billed amount submitted.</p> <p>The Contractor billing will be reduced by the resulting dollar amount.</p>
SOC OBLIGATED	The obligated Share of Cost, calculated by CMIPS II, the recipient is responsible to pay to the Contractor for services provided before IHSS payments ensue.

Data Field	Description
APPROVED FOR PAY	The billed amount minus any Cutback Amount and/or SOC applied associated with the recipient case. (Billed amount – (Cutback amount + SOC applied) = Approved for Pay).
CC AUTH HOURS	County Contractor Authorized Hours and minutes.
CC AUTH AMOUNT	County Contractor Authorized Amount.
CURRENT CMIPS II SOC	The current SOC amount in CMIPS II.
TOTAL MONTHS	Totals for the month.
TOTAL CASE MONTHS	Total cases for the month.

7.3.1.3 Primary Sort

Recipient name (alpha)

7.3.1.4 Produce by

County, District

7.3.1.5 Business Need

The Contractor Payment Auth Report assists counties in monitoring Contractor billing submissions for which authorizes payment are made. This report may also be used to evaluate the contractor's performance in providing services to recipients.

7.3.1.6 Target Audience

IHSS Program staff

7.3.1.7 Frequency

Monthly or Semi Monthly (San Francisco)

7.3.1.8 Trigger Event

Contractor billing processed

7.3.2 Contractor Payment Rejects Report

S T A T E O F C A L I F O R N I A		PAGE 9999						
COUNTY: AAAAAAAAAAAAAA	IN-HOME SUPPORTIVE SERVICES		CYCLE DATE: MM/DD/YYYY TO MM/DD/YYYY					
OFFICE: 99	CONTRACTOR PAYMENT REJECTS REPORT		RUN DATE: MM/DD/YYYY TIME: HH:MM:SS					
		INVOICE DATE: MM/DD/CCYY						
		INVOICE NUMBER: XXXXXXXX						
RECIPIENT NAME	CASE NUMBER	SERVICE MON/PER	BILLED HOURS	BILLED AMOUNT	SOC OBLIGATED	SOC OBLIGATED DATE	REJECTED PAYMENT AMT	REJECT AND WARNING CODES
XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXX X	9999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXX X	9999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXX X	9999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXX X	9999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXX X	9999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXX X	9999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXXXXX

CONFIDENTIAL

DATA UPDATED AS OF APPROXIMATELY 8:00 PM THE PREVIOUS DAY

S T A T E O F C A L I F O R N I A				PAGE 9999				
COUNTY: AAAAAAAAAAAAAA		IN-HOME SUPPORTIVE SERVICES		CYCLE DATE: MM/DD/YYYY TO MM/DD/YYYY				
OFFICE: 99		CONTRACTOR PAYMENT REJECTS REPORT		RUN DATE: MM/DD/YYYY TIME: HH:MM:SS				
WORKER #: XX99				INVOICE DATE: MM/DD/CCYY				
				INVOICE NUMBER: XXXXXXXX				
RECIPIENT NAME	CASE NUMBER	SERVICE MON/PER	BILLED HOURS	BILLED AMOUNT	SOC OBLIGATED	SOC OBLIGATED DATE	REJECTED PAYMENT AMT	REJECT AND WARNING CODES
XXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXX X	99999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXX X	99999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXX X	99999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXX X	99999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXX X	99999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXX X	99999999	MM/CCYY X	999:99	\$9999.99	999.99	MM/DD/YY	999.99	99 - XXXXXXXXXXXXXXXXXXXXX

CONFIDENTIAL

DATA UPDATED AS OF APPROXIMATELY 8:00 PM THE PREVIOUS DAY

Summary Report Layout

		S T A T E O F C A L I F O R N I A		PAGE 9999	
COUNTY: AAAAAAAAAAAAAA		IN-HOME SUPPORTIVE SERVICES		CYCLE DATE: MM/DD/YYYY TO MM/DD/YYYY	
OFFICE: 99		CONTRACTOR PAYMENT REJECTS REPORT - SUMMARY		RUN DATE: MM/DD/YYYY TIME: HH:MM:SS	
				INVOICE DATE: MM/DD/CCYY	
				INVOICE NUMBER: XXXXXXXX	
SERVICE MONTH	BILLED HOURS	BILLED AMOUNT	SOC OBLIGATED	REJECTED PAYMENT AMOUNT	NUMBER RECORDS
MM/CCYY	999:99	\$9999.99	999.99	999.99	99,999
MM/CCYY	999:99	\$9999.99	999.99	999.99	99,999
MM/CCYY	999:99	\$9999.99	999.99	999.99	99,999
MM/CCYY	999:99	\$9999.99	999.99	999.99	99,999
MM/CCYY	999:99	\$9999.99	999.99	999.99	99,999
CONFIDENTIAL					
DATA UPDATED AS OF APPROXIMATELY 8:00 PM THE PREVIOUS DAY					

7.3.2.1 Report Description

The Contractor Payment Rejects Report lists recipient records submitted by the Contractor for which payment was rejected, or for which warnings were indicated.

7.3.2.2 Data Contained

Data Field	Description
COUNTY	The County the report was run for.
OFFICE	The 2-digit district office code.
CYCLE DATE	The start and end dates for the reporting date range.
RUN DATE	The date the report was executed.
INVOICE DATE	The invoice date submitted by the Contractor.
INVOICE NUMBER	The invoice number submitted by the Contractor.
WORKER #	The Social Worker assigned to the recipient case.
RECIPIENT NAME	The name of the recipient receiving services.
CASE NUMBER	The case number assigned to the recipient case.
SERVICE MON / PERIOD	The month and year (MM/YYYY) services being billed were provided to the recipient. The period (PER) indicates the Contractors billing period. Valid indications are: A – Days 1 -15 for Contractors billing bimonthly B – Days 16 – 31 for Contractors billing bimonthly C – Contractors billing monthly
BILLED HOURS	The number of service hours and minutes billed by the contractor for a service month.
BILLED AMOUNT	The billed amount submitted by the contractor for payment for services provided for a recipient.
SOC COLLECTED	The share of cost amount collected, from the recipient, by the Contractor.
REJECTED PAYMENT AMOUNT	The billed amount minus the share of cost collected.
REJECT AND WARNING CODES	Reasons for payment rejection.
SUMMARY REPORT	
SERVICE MONTH	The month services being billed were provided to the recipient.
BILLED HOURS	The number of service hours, rounded to tenths, billed by the contractor for a service month.
BILLED AMOUNT	The billed amount submitted by the contractor for payment for services provided for a recipient.
SOC COLLECTED	The share of cost amount collected, from the recipient, by the Contractor.
REJECTED PAYMENT AMOUNT	Rejected payment Amount.
NUMBER RECORDS	Count of records on report.

7.3.2.3 Primary Sort

Service From Date (Descending)

7.3.2.4 Produce By

County, Office, Worker Number

7.3.2.5 Business Need

To track rejected payments to the County Contractor company

7.3.2.6 Target Audience

IHSS Program staff

7.3.2.7 Frequency

This report is produced each time Contractor billing is processed

7.3.2.8 Trigger Event

When Contractor billing is processed

Note: Report is to be designed to split/page break for each worker

CMIPS II/CC (CCXR3XXA) CC RECONCILIATION RECEIVE SCENARIOS

Frequency		Monthly or Semi-Monthly - Receive
Data Coordination		CMIPS II provides case numbers to Interface Partner to include on file
Data Conditions:		<p>1) Incoming case matches CMIPS II case in Contractor Mode, county matches</p> <p>2) Incoming case matches CMIPS II case not in Contractor Mode</p> <p>3) Incoming case matches CMIPS II case in Contractor Mode, county does not match</p> <p>4) Incoming case does not match a CMIPS II case</p> <p>5) Incoming case matches CMIPS II case, but has invalid data format (Contractor Rate, Authorized Hours, Billed Hours, and SOC Collected). Invalid data format means one of these numeric fields contains an alpha character.</p> <p>6) Incoming SSN does not match recipient SSN in CMIPS II</p> <p>7) Incoming case matches CMIPS II case, but incoming recipient name does not match CMIPS II case</p> <p>8) Incoming case matches CMIPS II case, but recipient case is not allocated County Contractor hours for the service month submitted</p> <p>9) Incoming case matches CMIPS II case, but the incoming rate submitted for the service period does not match the County Contractor pay rate for the service period</p> <p>10) Incoming case matches CMIPS II case and is Share of Cost, but either the SOC Obligated Date or SOC Obligated Amount is missing</p>
Pre-requisites:		None
System Process Semi-Monthly or Monthly 1, Day 1		<div>CMIPS II Expected Result</div> <div>CC Partner Participation</div> <div>CMIPS II Verification Points</div>
<p>Batch processes executed in CMIPS II for CCXR3XXA to retrieve file containing County Contractor Reconciliation Data. File is available and should contain individuals that will match CMIPS II individuals as well as individuals that are not known to CMIPS II.</p> <p>NOTE: File to contain individuals for whom CC payment is authorized. File to also contain individuals for whom CC payment will be rejected.</p>	Condition #1	Bill is processed. Included on Contractor Payment Authorization Report.
	Condition #2	Bill is not processed. Included on the Contractor Payment Rejects Report.
	Condition #3	Bill is not processed. Included on the Contractor Payment Rejects Report.
	Condition #4	Bill is not processed. Included on the Contractor Payment Rejects Report.
	Condition #5	Bill is not processed. Included on the Contractor Payment Rejects Report.
	Condition #6	Bill is not processed. Included on the Contractor Payment Rejects Report.
	Condition #7	Bill is not processed. Included on the Contractor Payment Rejects Report.
	Condition #8	Bill is not processed. Included on the Contractor Payment Rejects Report.
	Condition #9	Bill is not processed. Included on the Contractor Payment Rejects Report.
	Condition #10	Bill is not processed. Included on the Contractor Payment Rejects Report.
<p>Provide a file of individuals using some coordinated data in order to have both authorized and rejected payments.</p> <p>CMIPS II correctly retrieved the CC data file. BPS appropriately transformed the data in the file and passed it to the Case Management Component. Case Management appropriately processed each record and passed the appropriate ETLs to the reporting component.</p> <p>The Contractor Payment Auth report was generated and appropriately populated with correct CC recipient data and with correct associated CMIPS II data.</p> <p>The Contractor Payment Rejects report was generated with the appropriate individuals and applicable notifications.</p>		





CDSS

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

EXHIBIT G



ARNOLD SCHWARZENEGGER
GOVERNOR

June 15, 2010

ALL-COUNTY LETTER NO. 10-33

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 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:

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 TransfersOperations & Quality Assurance Bureau at (916) 229-3494

CMIPS IssuesFiscal, Administrative & Systems Bureau at (916) 229-4002

Provider AppealsLitigation & Appeals Bureau at (916) 229-4003

Sincerely,

Original Document Signed By:
Eileen Carroll

EVA L. LOPEZ
Deputy Director
Adult Programs Division

c: CWDA
CAPA



CDSS

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

EDMUND G. BROWN JR.
GOVERNOR

January 26, 2011

ALL COUNTY LETTER NO. 11-12

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
 IN-HOME SUPPORTIVE SERVICES PROGRAM MANAGERS

SUBJECT: CRIMINAL BACKGROUND CHECKS FOR IN-HOME SUPPORTIVE
 SERVICES PROGRAM PROVIDERS; EXPANSION OF
 EXCLUSIONARY CRIMES; INDIVIDUAL WAIVERS AND GENERAL
 EXCEPTIONS OF EXCLUSIONS

REFERENCES: ACL NO. 09-52, DATED OCTOBER 1, 2009
 ACL NO. 09-70, DATED OCTOBER 31, 2009
 ACL NO. 09-78, DATED NOVEMBER 25, 2009
 ACL NO. 10-05, DATED FEBRUARY 17, 2010
 ACL NO. 10-35, DATED JULY 16, 2010
 ACL NO. 10-51, DATED NOVEMBER 12, 2010

This All County Letter (ACL) provides counties with information and instructions for implementing sections of Assembly Bill (AB) 1612 (Chapter 725, Statutes of 2010) relating to criminal background checks for individuals seeking to become service providers in the In-Home Supportive Services (IHSS) Program. AB 1612 added Welfare & Institutions Code (W&IC) section 12305.87 which expands the list of crimes for which a conviction, or incarceration following a conviction, within the last ten years would exclude an individual from being enrolled as an IHSS provider. The legislation also establishes provisions which will permit an individual, under certain circumstances, to be enrolled as an IHSS provider in spite of a conviction for an exclusionary crime.

EFFECTIVE DATE

Pursuant to W&IC section 12305.87, the policies being implemented through this ACL shall become effective February 1, 2011, and shall apply to the following individuals:

- 1) All new provider applicants as of February 1, 2011, and
- 2) Any applicant who previously was denied enrollment as a provider on the basis of a criminal conviction and for whom an appeal of the denial decision is pending on February 1, 2011.

A new provider applicant shall be defined as an individual who has not completed all of the provider enrollment requirements and has not been enrolled as a provider prior to February 1, 2011. An individual who has completed some but not all of the enrollment requirements by February 1, 2011, shall be subject to the new provisions outlined in this ACL. For example, an individual who submitted fingerprints prior to February 1, 2011, but whose criminal background check results are received and evaluated by the county after February 1, 2011, shall be subject to the expanded list of disqualifying criminal convictions.

BACKGROUND

Previously enacted legislation (ABX4 19 [Chapter 17, Statutes of 2009]) established expanded enrollment requirements for existing and prospective IHSS providers. Among the expanded requirements was the prerequisite that each provider submit fingerprints and undergo and pass a criminal background check conducted by the California Department of Justice (DOJ). In order to pass the criminal background check, an individual must not have been convicted of, or incarcerated following a conviction for, a disqualifying crime within the last ten years. Prior to AB 1612, the only disqualifying crimes were those specified in W&IC section 12305.81, namely:

- Specified abuse of a child (Penal Code (PC) section 273a(a));
- Abuse of an elder or dependent adult (PC section 368); and
- Fraud against a government health care or supportive services program.

An individual who, within the last ten years, has been convicted of, or incarcerated following a conviction for, one of the above crimes is ineligible to be enrolled as an IHSS provider.

TIER 1 AND TIER 2 EXCLUSIONARY CRIMES

W&IC sections 12305.81 and 12305.87 define two different categories of crimes for which a conviction, or incarceration following a conviction, within the last ten years excludes an individual from being an IHSS provider. For simplicity, the two categories will be referred to as Tier 1 and Tier 2 exclusionary crimes.

- Tier 1 exclusionary crimes are those specified in W&IC section 12305.81 and identified above.
- Tier 2 exclusionary crimes are specified in W&IC section 12305.87 and include the following:
 - A violent or serious felony, as specified in PC section 667.5(c), and PC section 1192.7(c);
 - A felony offense for which a person is required to register as a sex offender, pursuant to PC section 290(c); and
 - A felony offense for fraud against a public social services program, as defined in W&IC section 10980(c)(2) and (g)(2).

Attachment A provides a complete listing of Tier 2 exclusionary crimes, which includes the specific code section and title as well as "plain English" descriptions of the crimes.

In addition to expanding the list of exclusionary crimes, the new statute establishes provisions for the granting of individual waivers and general exceptions of exclusions based on a conviction for a Tier 2 crime, under certain circumstances. W&IC section 12305.87 does not permit an individual waiver or general exception of an exclusion based on a conviction for a Tier 1 crime.

INDIVIDUAL WAIVER PROVISIONS

An applicant provider who has been found ineligible to be a provider on the basis of a conviction(s) for a Tier 2 crime, but who otherwise meets all of the provider enrollment requirements, may be permitted to provide services to a specific IHSS recipient(s) if the recipient(s) who chooses to hire the individual as his/her provider in spite of the criminal conviction(s) submits a request to the county/Public Authority (PA)/Non-Profit Consortium (NPC) for an individual waiver of the exclusion.

Upon determining that an applicant provider is ineligible because of a conviction for a Tier 2 crime, the county/PA/NPC shall inform both the applicant and any recipient(s) for whom the applicant provider is providing or wishes to provide services of the applicant's ineligibility. (See Pages 8-11 of this letter, and Attachments E-R, for information about and copies of new and revised state-developed notices to recipients and providers.)

The county/PA/NPC shall enclose with the notice of ineligibility to the recipient(s) the IHSS Recipient Request for Provider Waiver form (SOC 862) (Attachment B) with information about the specific conviction(s) that makes the applicant ineligible to be an

IHSS provider. Counties/PAs/NPCs shall use the "plain English" descriptions of criminal convictions (Attachment A) on the SOC 862 and on all recipient and provider notices. The SOC 862, and all other notices to recipients which contain information about the provider applicant's criminal background, inform recipients that they are required by law to keep the criminal background information strictly confidential.

Counties are not authorized under state law to disclose any other criminal conviction information to the recipient beyond those listed under the Tier 1 and Tier 2 categories.

If after reviewing the notice of ineligibility, the recipient wishes to hire the applicant to be his/her provider despite the applicant's criminal conviction, he/she (or his/her authorized representative) shall complete and sign the SOC 862 and return it to the county/PA/NPC in person or by mail within ten days. In accordance with W&IC section 12305.87(d)(7), by signing the SOC 862, the recipient accepts responsibility for hiring the individual, and agrees to hold the state and county/PA/NPC harmless from any liability which may result from the granting of the individual waiver.

When the completed SOC 862 is received by the county/PA/NPC, county/PA/NPC staff shall review it to ensure it is complete and has been signed by the recipient or his/her authorized representative. If so, the county/PA/NPC staff will send the recipient notice (Notice to Recipient of Provider Eligibility County/PA/NPC Acknowledgement of Receipt of Waiver (SOC 857) (Attachment L) that the waiver has been accepted. The county shall retain the original SOC 862 along with the provider applicant's criminal offender record information (CORI) that the county/PA/NPC received from DOJ. The county/PA/NPC shall retain this information until the date that the convictions that are the subject of the waiver are no longer within the ten-year period.

Once a waiver has been requested by the recipient and accepted by the county/PA/NPC, the provider will be allowed to provide services only for the recipient who requested the waiver. He/she may provide services to an additional recipient(s) only when each and every recipient who chooses to hire him/her as a provider submits a separate waiver request to the county/PA/NPC.

A waiver is valid only for the conviction(s) specified in the waiver. If the county/PA/NPC learns that an individual who is providing services under a waiver is subsequently convicted of another Tier 2 crime(s), the county/PA/NPC shall inform the recipient(s) of the individual's new convictions. If the recipient(s) wishes to continue to receive services from the individual, he/she (or his/her authorized representative) must request a new waiver of the exclusion created by the new conviction(s).

GENERAL EXCEPTION PROVISIONS

An individual who has been found ineligible to be enrolled as a provider based on a conviction for a Tier 2 exclusionary crime but who wishes to be listed on a provider registry or to provide services for a recipient who has not requested an individual waiver, may apply for a general exception of the exclusion.

Upon determining that an applicant provider is ineligible to be an IHSS provider based on a conviction for a Tier 2 crime, the county/PA/NPC shall utilize the following state-developed notices/forms to inform the applicant of his/her ineligibility and the reason for the ineligibility:

- Notice to Provider Applicant of Provider Ineligibility Due to Tier 2 Crimes (SOC 852A) (Attachment H),
- To Request An Appeal (SOC 856) (Attachment M), and
- IHSS Applicant Provider Request for General Exception form (SOC 863) (Attachment C).

If an ineligible applicant chooses to request a general exception, he/she shall complete the SOC 863 and mail it to the California Department of Social Services (CDSS). The following documentation must be submitted along with the SOC 863:

- 1) A copy of the Notice to Provider Applicant of Provider Ineligibility Due to Tier 2 Crimes (SOC 852A).
- 2) A copy of IHSS Program Provider Enrollment Form (SOC 426), which the individual previously completed and submitted to the county.
- 3) Documentation (Minute Order, Court-Issued Judgment of Conviction, or a letter from the Probation Department) showing that the individual's current or last probation period was informal, if applicable.
- 4) A description of and, if available, verification of any training, classes, treatment, counseling, or community service activities the individual has completed that would indicate rehabilitation or changed behavior.
- 5) Evidence of an official pardon by the Governor, if applicable.
- 6) Employment history for the last ten years.

- 7) Copies of all police reports involving the disqualifying crime(s) for which the individual was convicted or a letter from law enforcement stating that a report no longer exists.
- 8) Three signed character reference statements, obtained and dated after the date of the denial notice, from current or former employers, or other persons the individual chooses (but limited to a single reference from a family member).
- 9) A signed personal statement including the following information:
 - A description of the events surrounding the disqualifying crime(s) for which the individual was convicted, including what happened, why it happened, how it happened, and any other relevant information about the disqualifying crime(s) or any related crimes; and
 - A description of what the individual has done since the conviction(s) to ensure he/she will not be involved in any criminal activity again.

The Caregiver Background Check Bureau (CBCB), which is part of the Community Care Licensing Division and is responsible for managing the background check process for licensed community care facilities, is the organization within CDSS that has been designated to receive and evaluate all requests for general exceptions.

W&IC section 12305.87(e)(3) requires the CBCB to consider the following factors when determining whether to grant a general exception:

- The number of convictions and the time elapsed since the convictions;
- The nature and seriousness of the crime the individual was convicted of, and how closely the crime relates to the duties and responsibilities of an IHSS provider;
- The circumstances surrounding the commission of the crime that would demonstrate unlikelihood of repetition;
- The extent to which the individual has complied with the terms of parole, probation, restitution, and any other sanctions;
- The individual's activities since conviction that would demonstrate a change in behavior, such as, participation in therapy, community service, etc.;
- Evidence of rehabilitation, including character references;

- The individual's employment history and recommendations of current and/or former employers, especially those from persons for whom the individual has provided supportive services, or who wish to have the individual provide supportive services; and
- The granting of a full and unconditional pardon by the Governor.

To assist in making the determination of whether to grant a general exception, the CBCB is authorized by statute (W&IC section 12305.87(e)(2)) to request from the county/PA/NPC a copy of an applicant's CORI that the county/PA/NPC received from DOJ. In response to such a request, the county/PA/NPC is required to provide the unaltered CORI to the CBCB in a manner which safeguards the confidentiality and privacy of the information.

As required by W&IC section 12305.87(f), when CBCB makes a determination to deny a request for a general exception, it will notify the individual who submitted the request by registered mail. The notice of denial will provide the specific reasons for the denial, and a copy of the applicant's CORI as it was received from the county/PA/NPC.

Upon receipt of the denial determination, the applicant may request an administrative hearing of the decision by mailing a written request for a hearing to the CBCB within fifteen (15) business days. The Department of General Services' Office of Administrative Hearings has been designated as the entity that will conduct administrative hearings on CBCB's general exception denial determinations.

The attached flow chart (Attachment D) provides a visual representation of the IHSS provider applicant criminal background check process as outlined in this ACL.

EXPUNGEMENT EXCEPTIONS

In accordance with W&IC section 12305.87(c), if an applicant provider who has been convicted of a Tier 2 exclusionary crime, and has obtained a certificate of rehabilitation (under Chapter 3.5 [commencing with section 4852.01] of Title 6 of Part 3 of the PC), or the information or accusation against him/her has been dismissed pursuant to PC section 1203.4, he/she is eligible to be enrolled as a provider if the other provider enrollment requirements have been met. In short, a criminal record that has been expunged pursuant to PC section 1203.4 cannot be used to exclude an applicant provider from being enrolled as an IHSS provider.

Expungement pursuant to PC section 1203.4 does not, however, apply to certain crimes, and therefore, a conviction for any of the Tier 2 crimes listed below shall exclude an applicant provider from being enrolled as a provider.

<u>PC Section</u>	<u>Crime</u>
286(c)	Sodomy of a child under 14 and who is more than ten years younger than the attacker
288	Lewd or lascivious acts with a child
288a(c)	Oral copulation
288.5	Continuous sexual abuse of a child
289(j)	Sexual penetration of a child under 14 and who is more than ten years younger than the attacker
261.5(d)	Person 21 year of age or older engaging in unlawful sex with a minor under 16 years of age

An applicant provider who has been convicted of, or incarcerated following a conviction for, a Tier 1 crime within the last ten years, shall not be eligible to be enrolled as a provider, regardless of whether or not the conviction has been expunged pursuant to PC section 1203.4.

NOTICES TO PROVIDERS AND RECIPIENTS

As a result of the new statute, several new notices to provider applicants and recipients have been developed and existing notices have been modified. The following notices have been newly developed or modified:

- Notice to Applicant Provider of Provider Eligibility (SOC 848) (Attachment E): This notice informs the provider applicant that he/she has been officially enrolled as an IHSS provider. It also informs the individual that he/she may be eligible to receive retroactive pay for any authorized services provided prior to receiving the notice of eligibility.
- Notice to Applicant Provider of Provider Ineligibility—Incomplete Provider Process (SOC 851) (Attachment F): This notice informs the applicant provider that he/she has been denied eligibility due to a failure to complete the four required steps of the IHSS provider enrollment process. It informs the applicant provider which of the steps he/she failed to complete and provides contact information if the applicant provider believes he/she has completed all of the necessary steps.
- Notice to Applicant Provider of Provider Ineligibility Due to Tier 1 Crimes (SOC 852) (Attachment G): This notice informs the provider applicant of his/her denial of eligibility to be an IHSS provider due to conviction for a Tier 1 crime(s). It also informs the individual that a conviction of any of these crimes strictly prohibits him/her from acting as an IHSS provider.

- Notice to Applicant Provider of Provider Ineligibility Due to Tier 2 Crimes (SOC 852A) (Attachment H): This notice informs the provider applicant of his/her denial of eligibility to be an IHSS provider due to conviction for a Tier 2 crime(s). It also informs the individual who has been convicted of any of these crimes that he/she may still be an IHSS provider if his/her recipient submits the signed waiver form or if the provider applicant applies for and receives a general exception. The SOC 863 shall be included with this form so that the applicant provider may begin the process for requesting a general exception if he/she wishes.
- Notice to Recipient of Provider Eligibility (SOC 854) (Attachment I): This notice informs the recipient that his/her chosen provider has been officially enrolled as an IHSS provider and can now begin providing services to him/her.
- Notice to Recipient of Provider Ineligibility Due to Incomplete Provider Process (SOC 855) (Attachment J): This notice informs the recipient of his/her provider applicant's denial of eligibility to be an IHSS provider due to the fact that the provider failed to complete one or more of the required steps of the provider enrollment process. The notice informs the recipient which of the steps the provider failed to complete and indicates that the recipient shall choose a different person to provide IHSS services or bear the responsibility for paying that individual if he/she continues to receive services from him/her.
- Notice to Recipient of Provider Ineligibility Due to Tier 1 Crimes (SOC 855A) (Attachment K): This notice informs the recipient of his/her provider applicant's denial of eligibility to be an IHSS provider due to conviction of a Tier 1 crime(s). It also informs the recipient that this person cannot be his/her provider. This form does not provide specific details regarding the nature of the criminal conviction.
- Notice to Recipient of Provider Ineligibility Due to Tier 2 Crimes (SOC 855B) (Attachment L): This notice informs the recipient of his/her provider applicant's denial of eligibility to be an IHSS provider due to conviction of a Tier 2 crime(s). It also informs the recipient that he/she may complete and sign an enclosed SOC 862 waiver form which would allow the provider applicant to provide IHSS services for him/her. Unlike the SOC 855A, which does not specify the exact nature of the crime for which the provider applicant has been convicted, this notice will specifically inform the recipient of the exact nature of the provider applicant's criminal conviction and will inform the recipient that, if the recipient wishes to sign the waiver to allow the provider applicant to be his/her provider, he/she accepts all responsibilities and risks of that decision. The SOC 862 shall be included with this form so that the recipient may begin the process for requesting an individual waiver if he/she wishes.

- To Request An Appeal (SOC 856) (Attachment M): This form allows the provider applicant to request an appeal of the denial of eligibility. The instructions contained with the form indicate the documentation necessary to submit with the request and gives a brief description of the appeals process.
- Notice to Recipient of Provider Eligibility County/PA/NPC Acknowledgement of Receipt of Waiver (SOC 857) (Attachment N): This notice informs the recipient who has submitted a waiver for his/her provider that the waiver has been received and processed by county/PA/NPC. It also informs him/her that the chosen provider has been approved to work and receive payment from the IHSS program as his/her provider. This waiver receipt notice reiterates that the recipient has approved this person to be his/her provider with full knowledge of the person's criminal conviction(s) and that neither the state nor the county are liable for any actions the individual takes while in the recipient's employ as an IHSS provider.
- Notice to Provider of Provider Ineligibility—Tier 1 Crimes Ineligibility—Subsequent Conviction (SOC 858A) (Attachment O): This notice informs the provider that he/she is no longer eligible to be an IHSS provider due to a subsequent conviction for a Tier 1 crime(s). It also informs the individual that a conviction of any of these crimes strictly prohibits him/her from being an IHSS provider.
- Notice to Provider of Provider Ineligibility—Tier 2 Crime Ineligibility—Subsequent Conviction (SOC 858B) (Attachment P): This notice informs the provider that he/she is no longer eligible to be an IHSS provider due to a subsequent conviction for a Tier 2 crime(s). It also informs the provider that his/her recipient may submit an SOC 862 waiver form that would allow the provider to continue to provide IHSS services to that recipient only. It also includes information on applying for a general exception which would allow the provider to be an IHSS provider for multiple recipients. The SOC 863 shall be included with this form so that the applicant provider may begin the process for requesting a general exception if he/she wishes.
- Notice to Recipient of Provider Ineligibility—Tier 1 Crimes Ineligibility—Subsequent Conviction (SOC 859A) (Attachment Q): This notice informs the recipient that his/her provider is no longer eligible to be an IHSS provider due to a subsequent conviction for a Tier 1 crime. The notice also informs the recipient that he/she must choose a different individual to be his/her provider and warns that if he/she continues to use his/her current, ineligible provider, he/she will have to pay for the services out of his/her own money. This notice does not provide specific details regarding the nature of the criminal conviction.

- Notice to Recipient of Provider Ineligibility—Tier 2 Crimes Ineligibility—Subsequent Conviction (SOC 859B) (Attachment R): This notice informs the recipient that his/her provider is no longer eligible to be an IHSS provider due to a subsequent conviction for a Tier 2 crime. It also informs the recipient that he/she may complete and sign an enclosed SOC 862 waiver form which would allow the provider to continue to provide IHSS services for him/her. The notice also informs the recipient that, without a filed waiver, he/she must choose a different individual to be his/her provider and warns that if he/she continues to use his/her current, ineligible provider, he/she will have to pay for the services out of his/her own money. Unlike the SOC 859A, which does not specify the exact nature of the crime for which the provider has been convicted, this notice will specifically inform the recipient of the exact nature of the provider's criminal conviction and will inform the recipient that, if the recipient wishes to sign the waiver to allow the provider to continue to be his/her provider, he/she accepts all responsibilities and risks of that decision. The SOC 862 shall be included with this form so that the recipient may begin the process for requesting an individual waiver if he/she wishes.

As previously stated, all provider and recipient notices with criminal conviction information emphasize that criminal background information is highly sensitive and privileged information, that it shall be kept strictly confidential, and that the recipient is prohibited by law from sharing any part of it with any other individual or entity.

Counties/PAs/NPCs are reminded that a copy of the DOJ applicant response, (i.e. applicant provider's criminal offender record information (CORI)) shall be provided to the disqualified applicant provider when they are notified of their disqualification (W&IC section 12305.86(c)(3)). When the county/PA/NPC provides a copy of the DOJ applicant response to the applicant provider, he/she should be advised that it cannot be provided to another person or agency for immigration, visa, employment, licensing, or certification purposes since the CORI contained in the response is only authorized for the county/PA/NPC. The DOJ policy which authorizes release of the CORI to the subject of the record is contained in Information Bulletin 10-02-BCIA, dated March 10, 2010. The bulletin may be accessed at the following web site: http://ag.ca.gov/info_bulletins/index.php.

REVISED SOC 426

The SOC 426 (Attachment S) has been revised to reflect the provisions of all current and previously enacted legislation. The revised SOC 426 includes questions in which each provider applicant shall disclose whether, within the past ten years, he/she has been convicted of, or incarcerated following a conviction for, a Tier 1 or Tier 2 crime, and if he/she has been convicted of a Tier 2 crime, whether he/she has obtained a

certificate of rehabilitation or had the conviction expunged. If the applicant responds that he/she has obtained a certificate of rehabilitation or expungement, he/she shall submit a copy of the certificate of rehabilitation or documentation of the expungement to the county/PA/NPC along with the completed SOC 426. The county/PA/NPC shall maintain a copy of such documentation in the provider's file.

The IHSS Program California Code Sections (SOC 426C) (Attachment T) is a newly created form developed to accompany the SOC 426. The SOC 426C provides the text of various PC and W&IC sections that the SOC 426 is required to include pursuant to W&IC sections 12305.81(b) and 12305.87(h)(1). The county/PA/NPC shall provide the SOC 426C as a supplement to all individuals to whom a SOC 426 is provided.

Counties shall begin using the revised SOC 426 and SOC 426C for all new provider applicants as of February 1, 2011.

The information sheet for prospective providers, Important Information For Prospective Providers About The IHSS Program Provider Enrollment Process (SOC 847) (Attachment U), has also been revised to reflect the latest program changes. The SOC 847 may be provided to any individual inquiring about the requirements for becoming an IHSS provider.

AVAILABILITY OF FORMS AND NOTICES

Counties/PAs/NPCs are advised that all of the forms and notices referenced in this ACL are designated as "Required – No Substitutes Permitted." Forms in this category shall be used and they may not be modified or reconstructed.

Camera-ready copies of the English versions of the forms and notices referenced in this ACL are available on the CDSS Forms/Brochures web page at:

<http://www.dss.cahwnet.gov/cdssweb/PG183.htm>.

Spanish, Armenian, and Chinese translations of the forms and notices are being developed. Camera-ready copies of the translations shall be made available upon completion on the CDSS Translated Forms and Publications web page at:

http://www.dss.cahwnet.gov/cdssweb/FormsandPu_274.htm.

Your County Forms Coordinator shall distribute translated forms to each program and location. Each county shall provide bilingual/interpretive services and written 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/or by state regulation (MPP Division 21, Civil Rights Nondiscrimination, section 115).

Questions about accessing the forms may be directed to the Forms Management Unit at fmudss@dss.ca.gov; questions about translations may be directed to the Language Services Unit at LTS@dss.ca.gov.

CASE MANAGEMENT, PAYROLLING AND INFORMATION SYSTEM (CMIPS)
MODIFICATIONS

In order to implement the program changes resulting from the enactment of AB 1612, CDSS and HP, the contractor responsible for CMIPS programming, have created a new screen, the Provider Conviction and Waiver Tracking (PCAW) screen. The PCAW screen will be linked to the PELG screen, can be directly accessed from the PELG using an identified function key, and will track and display criminal convictions by tier including any corresponding general exception or waivers specific to the provider/recipient relationship.

Additionally, the ENRL screen will be modified to track and display provider eligibility and conviction(s) and general exception information at the provider level. The DOJ County user will be responsible for manually entering initial and all subsequent conviction information and case specific waiver information on the ENRL and PCAW screens. (The DOJ COUNTY field will be automatically populated with the county code of the user who inputs a "Y" in the DOJ RESULTS RECEIVED field.)

Screens

ENRL Screen

```

THIS ENRL I XXXXXXXXX (ssn)
NEXT ENRL C XXXXXXXXX (ssn)

                                IHSS PROVIDER ENROLLMENT

LAST NAME: XXXXXXXXXXXXXXXX      FIRST NAME: XXXXXXXXXXXX MI: X

ENROLLMENT STATUS:      X          STATUS EFFECTIVE DATE: MM/DD/YYYY
TERMINATION REASON:     XX         APPEALS: X          DATE: MM/DD/CCYY
                                ADMIN HEARING X      DATE: MM/DD/CCYY

426 ENROLLMENT FORM:      X
846 PROV AGREEMENT FORM: X
ORIENTATION:              X
FINGERPRINTS/BI:         X          DOJ COUNTY: XX

CORI      CONVICTION      TIER      GENERAL      GENERAL EXCEPTION
DATE      DATE                           EXCEPTION      TERM DATE

MM/DD/YYYY MM/DD/YYYY      XX      MM/DD/YYYY      MM/DD/YYYY
MM/DD/YYYY MM/DD/YYYY      XX      MM/DD/YYYY      MM/DD/YYYY
MM/DD/YYYY MM/DD/YYYY      XX      MM/DD/YYYY      MM/DD/YYYY
MM/DD/YYYY MM/DD/YYYY      XX      MM/DD/YYYY      MM/DD/YYYY

OPERATOR ID: JZ55ER          LAST UPDATING COUNTY: 01-ALAMEDA

ENT=ENTER F03=EXIT F08=NEXT

```

On the ENRL screen the user will enter the conviction DATE and the TIER, either 01 or 02 depending on the conviction. This information will create and populate the PCAW screen automatically. The TERMINATION REASON codes on the ENRL screen will be updated to include the following:

- Tier I Conviction
- Tier II Conviction
- On Suspended and Ineligible List
- Subsequent Tier I Conviction
- Subsequent Tier II Conviction
- SSN Unverified
- Inactive/No payroll activity for 1 year
- Death

When a provider is deemed ineligible based on their initial background check information the DOJ County user will indicate a "Tier I Conviction" or "Tier II Conviction" as the TERMINATION REASON code, which will automatically populate the PCAW screen associated with each PELG for the provider. If the provider receives a "General Exception" associated with a specific conviction, the user will enter the date of the

exception in the GENERAL EXCEPTION field. If the provider has been inactive (no payroll activity) for 12 consecutive months the GENERAL EXCEPTION TERM DATE will be automatically populated by CMIPS.

When the county is notified of a subsequent conviction they will indicate the conviction on the ENRL screen using either the "Subsequent Tier I" or "Subsequent Tier II" reason code. Once the county indicates ineligibility, CMIPS will automatically terminate eligibility on all associated PELG screens with a future end date of 20 days from the date the conviction was recorded in CMIPS to allow the county adequate time to notice the provider, all affected recipients and any other county where the provider is actively working. The PCAW screen will be automatically updated to reflect the new information.

Providers with no payroll activity for one year will have their eligibility to provide services automatically terminated by CMIPS and will be required to recomplete all provider enrollment requirements. For those providers whose eligibility has been terminated because of no payroll activity for one year, CMIPS will automatically change their ENRL status to "I" (ineligible) with the reason code "Inactive/No payroll activity for one (1) year". All ENRL flags will be reset to "N" (no), all conviction and general exception information will be blanked out, and the provider will have to reapply for eligibility. In addition, the GENERAL EXCEPTION TERM DATE will reflect the date the provider was deemed ineligible, and CMIPS will automatically update all PELG screens to "T" (terminated) status for all associated recipient cases. If the provider returns to work the county can update the GENERAL EXCEPTION TERM DATE as needed.

Counties will receive a monthly report of providers who are ineligible due to no payroll activity for one year. This report will be included in the current "On-Line Reports" web site. Once a provider is deemed ineligible due to no payroll activity for one year, the DOJ County is required to notify DOJ when this determination occurs, so that DOJ no longer sends subsequent arrest notifications/conviction reports for that provider. The DOJ County shall complete the No Longer Interested (NLI) Notification, (Form CIA 8302) which may be accessed on the DOJ website at: [://ag.ca.gov/fingerprints/forms/nli.pdf](http://ag.ca.gov/fingerprints/forms/nli.pdf).

PCAW Screen

```
THIS PCAW I XXXXXXXXXXXXXXXX (16 digit case number)
NEXT PCAW C XXXXXXXXXXXXXXXX (16 digit case number)

      PROVIDER CONVICTION AND WAIVER TRACKING

LAST NAME: Default from PELG      FIRST NAME: XXXXXXXXXXXX MI: X

      ACT      CORI      CONVICTION      GENERAL      WAIVER      WAIVER/GE      TERM
      DATE      DATE      TIER      EXCEPTION      DATE      TERM DATE      REASON

X  MM/DD/YYYY  MM/DD/YYYY  XX  MM/DD/YYYY  MM/DD/YYYY  MM/DD/YYYY  XX
X  MM/DD/YYYY  MM/DD/YYYY  XX  MM/DD/YYYY  MM/DD/YYYY  MM/DD/YYYY  XX
X  MM/DD/YYYY  MM/DD/YYYY  XX  MM/DD/YYYY  MM/DD/YYYY  MM/DD/YYYY  XX
X  MM/DD/YYYY  MM/DD/YYYY  XX  MM/DD/YYYY  MM/DD/YYYY  MM/DD/YYYY  XX

ENT=ENTER F03=EXIT F08=NEXT F11=PELG
```

The PCAW screen is pre-populated with detail data from the ENRL screen and is case specific. If a provider works for multiple recipients a separate PCAW screen will be created for each specific case. Once a waiver is received by the county, the user will update the WAIVER DATE field on the PCAW screen. If the county is notified that a recipient chooses to no longer waive the provider's conviction, the user will enter the WAIVER/GE TERM DATE and TERM REASON. The TERM REASON values include:

- Recipient Request
- Terminated Provider
- Inactive Provider
- Recipient Deceased

If a user changes the status on the PELG to "T" the WAIVER/GE TERM DATE and TERM REASON will need to be manually updated by the user on the PCAW screen. If a provider is inactivated due to no payroll activity for 12 months the PCAW will be automatically updated.

All County Letter 11-12
Page Seventeen

Should you have questions regarding the CMIPS modifications, please contact the Adult Programs Fiscal, Administration and Systems Bureau at (916) 651-1069. Should you have any other questions, please contact the Adult Programs Policy Bureau at (916) 651-5350.

Sincerely,

Original Document Signed By:

EILEEN CARROLL
Deputy Director
Adult Programs Division

Attachments

TIER 2 EXCLUSIONARY CRIMES

Violent or Serious Felonies, Offenses Requiring Registration as a Sex Offender
and Felony Offenses for Fraud Against a Public Social Services Program
Pursuant to Welfare and Institutions Code (WIC) Section 12305.87

- The statutes cited in WIC 12305.87 are Penal Code (PC) 290(c), PC 667.5(c), PC 1192.7(c), WIC 10980(c)(2) and WIC 10980(g)(2).
- The column "CODE SECTION" refers to PC sections referenced in the PC statutes listed above.
- If two or more PC sections list an offense, only the offense with the broader application is referenced in the "code section" column.

CODE SECTION	TITLE	PLAIN ENGLISH	STATUTE SOURCE
PC 136.1	Intimidation of victims or witnesses.	Preventing or trying to convince a witness not to testify at any legal proceeding or not to make any reports or act in any way that leads to an arrest or prosecution of the person.	PC 1192.7(c)
PC 182 with any PC 290(c) crimes	Conspiracy to commit any of the crimes set forth in PC 290(c); PC 182 with: PC 220 (except assault to commit mayhem) ; PC 243.4; PC 261(a)(1), (2), (3), (4), or (6); PC 262(a)(1) involving force or violence for which the person is sentenced to state prison; PC 264.1; PC 266; PC 266c; PC 266h(b); PC 266i(b); PC 266j; PC 267; PC 269; PC 285; PC 286; PC 288; PC 288a; PC 288.3; PC 288.4; PC 288.5; PC 288.7; PC 289; PC 311.1; PC 311.2(b), (c), or (d); PC 311.3; PC 311.4; PC 311.10; PC 311.11; PC 314(1) or (2); PC 647.6; former PC 647a; PC 653f(c); any offense involving lewd or lascivious conduct under PC 272; any felony violation of PC 288.2; any statutory predecessor that includes all of the elements of one of the above-listed offenses; or any person who, since that date, has been or is convicted of the attempt or conspiracy to commit any of the above-listed offenses.	Agreeing with one or more people to commit a crime that would require the person who commits the crime to register as a sex offender.	PC 290(c)
PC 182 with any PC 1192.7(c) crimes	Conspiracy to commit any of the crimes set forth in PC 1192.7(c); PC 182 with: PC 136.1; PC 186.22 (if a	Agreeing with one or more people to commit a specified violent or serious felony.	PC 1192.7(c)

CODE SECTION	TITLE	PLAIN ENGLISH	STATUTE SOURCE
	felony); PC 187; PC 190-190.4; PC 192(a); PC 203; PC 205; PC 207; PC 208; PC 209; PC 209.5; PC 211; PC 212.5; PC 213; PC 215; PC 220 (with intent to commit PC 261 or PC 211); PC 220(a) (with intent to commit mayhem, rape, sodomy, or oral copulation); PC 244; PC 245(c) or (d); PC 245.2; PC 245.3; PC 245.5; PC 246; PC 261; PC 264.1; PC 286 (c)(2) or (3); PC 288; PC 288a(c)(2); PC 288.5; PC 289(a)(1); PC 422; PC 451; PC 460(a); PC 461; PC 487(d)(2); PC 4500 (only if on a non-inmate); PC 4501; PC 4503; PC 11418(b) or (c); PC 12022.53; PC 12034(c); PC 12308; PC 12309; or PC 12310.		
PC 186.22	Participation in a criminal street gang.	Any felony crime that is committed while a person is acting as part of a criminal street gang.	PC 1192.7(c)
PC 187, PC 190-190.4	Murder.	Murder is when one person kills another while acting recklessly or intending to kill the person, commit a felony crime or cause severe physical harm.	PC 667.5(c) PC 1192.7(c)
PC 192(a)	Voluntary Manslaughter.	When a person kills another person but has an excuse, such as "heat of passion."	PC 667.5(c) PC 1192.7(c)
PC 203 PC 205	Mayhem.	Removing, disabling, or disfiguring a body part of a person or cutting certain parts of a person's head.	PC 667.5(c) PC 1192.7(c)
PC 207 PC 208	Kidnapping.	Taking, holding, or keeping another person by force or fear and moving the person to a different place; or the person taken is under 14 years old; or when a person talks a child into going with them to another place.	PC 667.5(c) PC 1192.7(c)
PC 209	Kidnapping for Ransom.	Taking another person and intending to hold the victim for ransom, reward or to intimidate. If someone helps another person to commit this crime they are also guilty of kidnapping for ransom.	PC 667.5(c) PC 1192.7(c)

CODE SECTION	TITLE	PLAIN ENGLISH	STATUTE SOURCE
PC 209.5	Kidnapping During a Carjacking.	Taking a person who is not involved in the carjacking and moving that person to a place away from the carjacking that causes an increased risk of harm to the victim.	PC 667.5(c) PC 1192.7(c)
PC 211 PC 212.5 PC 213	Robbery.	Taking property from someone by force or fear and against their will.	PC 667.5(c) PC 1192.7(c)
PC 214	Train Robbery.	Taking property from any passenger or person on a train; interfering with anything related to the train and railroad; placing dynamite on anything having to do with the train; or stopping or attempting to stop a train with the intent to rob a person on the train.	PC 667.5(c)
PC 215	Carjacking.	Taking a vehicle from another person against their will by force or fear intending to leave the person without the vehicle.	PC 1192.7(c)
PC 220	Assault with intent to commit mayhem, rape, sodomy, oral copulation, rape in concert, lewd or lascivious acts on a child under 14 and genital or anal penetration by a foreign object.	Intentionally causing violent injury to another person while intending to commit mayhem or certain sex offenses listed in PC 220.	PC 667.5(c)
PC 243.4	Sexual battery and attempted sexual battery.	Touching the private parts of a person for sexual purposes without permission while the victim is restrained; is a patient receiving medical care and is seriously disabled or seriously ill; or the perpetrator wrongly believes that the touching is for a professional purpose.	PC 290(c)
PC 244	Throwing acid or flammable substances at another person.	Intentionally trying to disfigure a person by throwing a specified chemical that could injure or disfigure the person.	PC 1192.7(c)
PC 245(c) or (d)	Assault with a deadly weapon or instrument against a peace officer or firefighter.	Intentionally using a deadly weapon to cause violent injury (assault) on a peace officer or firefighter.	PC 1192.7(c)
PC 245.2	Assault with a deadly weapon against a public transit employee.	Intentionally using a deadly weapon to cause violent injury to a person.	PC 1192.7(c)
PC 245.3	Assault with a deadly weapon against a custodial officer.	Intentionally using a deadly weapon to cause violent injury to a person employed by a law enforcement agency as a public officer who is not a peace officer.	PC 1192.7(c)

CODE SECTION	TITLE	PLAIN ENGLISH	STATUTE SOURCE
PC 245.5	Assault with a deadly weapon against a school employee.	Intentionally using a deadly weapon to cause violent injury to a school employee.	PC 1192.7(c)
PC 246	Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft.	Intentionally shooting at a building, vehicle or aircraft when a person or persons are inside.	PC 1192.7(c)
PC 261	Rape.	Sex with a person, not a spouse, without that person's consent and: against the person's will; the person is unconscious or unaware; or the person cannot consent because of a mental disorder or developmental or physical disability.	PC 667.5(c) PC 1192.7(c)
PC 262	Rape of a spouse.	When a person has sex with their spouse and it is either against the spouse's will, the spouse is unconscious or the spouse is prevented from resisting due to intoxication that the person should have known about.	PC 1192.7(c)
PC 264.1	Rape or penetration of genital or anal openings by a foreign object; acting in concert by force or violence.	When 2 or more people have sex with or sexually penetrate a person without that person's consent and against the person's will; when the person is unconscious or unaware; or when the person cannot consent because of a mental disorder or developmental or physical disability.	PC 290(c) PC 667.5(c) PC 1192.7(c)
PC 266	Enticing a minor into prostitution; aiding and abetting.	Convincing, or helping someone convince, a female younger than 18 years old to become a prostitute.	PC 290(c)
PC 266c	Inducing sexual intercourse by fear or consent through fraud.	Having sex, sexual penetration, oral sex or anal sex by misrepresentations to the person or through fear.	PC 290(c)
PC 266h(b)	Pimping a minor.	Sharing in or taking the money earned by a prostitute who is younger than 18 years old.	PC 290(c)
PC 266i(b)	Pandering a minor.	Convincing by threats, violence, or promises, a person younger than 18 years old to become or remain a prostitute.	PC 290(c)
PC 266j	Providing a minor under 16 for lewd or lascivious act.	Intentionally giving, providing, or making available a person younger than 16 years old for an obscene, indecent, or lustful act.	PC 290(c)
PC 267	Abduction of person under 18 for prostitution.	Taking a person younger than 18 years old from their parent or guardian without permission for prostitution.	PC 290(c)

CODE SECTION	TITLE	PLAIN ENGLISH	STATUTE SOURCE
PC 269	Aggravated sexual assault of a child.	Raping, having anal sex, having oral sex, or sexually penetrating a person younger than 14 years old who is 7 or more years younger than the attacker.	PC 290(c)
PC 285	Incest.	Having sexual relations with family members or close relatives.	PC 290(c)
PC 286	Sodomy.	Anal-penile sexual contact (anal sex).	PC 290(c)
PC 288	Lewd or lascivious act upon a child under 14.	Intentionally doing, or trying to do, an obscene, indecent, or lustful act with a person younger than 14 years old.	PC 290(c) PC 1192.7(c)
PC 288a	Oral copulation.	Applying the mouth of one person to the genitals or anus of another person (oral sex).	PC 290(c)
PC 288.2	Felony distribution of lewd material to children.	Intentionally sending inappropriate material to seduce a person younger than 18 years old.	PC 290(c)
PC 288.3	Contact with a minor to commit sexual offense.	Contacting or communicating with a person younger than 18 years old for a specified sexual purpose.	PC 290(c)
PC 288.4	Meeting with a minor for a sexual purpose.	Arranging to meet with a minor younger than 18 years old to expose the genitals or anal area of the minor or the perpetrator; or to do obscene, indecent or lustful acts with the minor.	PC 290(c)
PC 288.5	Continuous sexual abuse of a child.	Abusing a child younger than 14 years old at least 3 times over a period of at least 3 months through sexual contact or obscene, indecent, or lustful acts.	PC 290(c) PC 667.5(c) PC 1192.7(c)
PC 288.7	Sexual conduct with a child 10 years old or younger.	Sexual intercourse, anal-penile sexual contact (anal sex), oral-genital or oral-anal contact (oral sex) with a person younger than 10 years old.	PC 290(c)
PC 289	Sexual penetration by foreign object.	Sexual penetrating against a victim's will by force, violence, or fear when the victim cannot consent because of a mental disorder or developmental or physical disability, or the victim is unconscious or unaware.	PC 290(c)
PC 311.1	Child-related pornography.	Having any connection to images showing a minor younger than 18 years old doing, or pretending to do, sexual acts.	PC 290(c)

CODE SECTION	TITLE	PLAIN ENGLISH	STATUTE SOURCE
PC 311.2(b) PC 311.2(c) PC 311.2(d)	Child-related pornography.	Possessing or distributing images showing a person younger than 18 years old doing, or pretending to do sexual acts for profit.	PC 290(c)
PC 311.3	Sexual exploitation of a child.	Possessing any image showing a minor younger than 18 years old engaging in sexual acts.	PC 290(c)
PC 311.4	Using a minor to assist in making or distributing child pornography.	Knowingly employing a minor younger than 18 years old to make an image or video showing sexual acts.	PC 290(c)
PC 311.10	Advertising or distributing child pornography.	Knowingly advertising for sale or distributing obscene material that shows a minor younger than 18 years old doing, or pretending to do, sexual acts.	PC 290(c)
PC 311.11	Possessing child pornography.	Knowingly possessing or controlling any image showing a person younger than 18 years old doing, or pretending to do sexual acts.	PC 290(c)
PC 314 (1) PC 314 (2)	Lewd or obscene exposure of private parts.	Exposing or getting another minor to expose private parts in an obscene or indecent way in public or where others are present.	PC 290(c)
PC 422	Criminal threats.	Communicating a threat to commit a crime that causes death or serious physical harm to another person and intending this statement to be understood as a threat.	PC 1192.7(c)
PC 451	Arson.	Intentionally setting fire to or burning any structure, forest land or property.	PC 1192.7(c)
PC 460(a)	First Degree Burglary.	Entering a building or a vehicle occupied by people with the intent to steal.	PC 1192.7(c)
PC 487 with PC 664	Grand theft involving a firearm.	Using a firearm to take the property of a person that is worth a certain amount of money or more as listed in the PC 487.	PC 1192.7(c)
PC 518 only if committed as a felony violation of PC 186.22	Extortion when committed in participation with a criminal street gang.	Acting as part of a criminal street gang when taking property from a person by using force or fear or pretending that they have an official right to take the property.	PC 667.5(c)
PC 647.6	Annoy or molest a child under 18 years old.	Harassing or making indecent sexual offers to a minor younger than 18 years old.	PC 290(c)
PC 647a (Former)	Annoy or molest a child under 18 years old.	Harassing or making indecent sexual offers to a minor younger than 18 years old.	PC 290(c)

CODE SECTION	TITLE	PLAIN ENGLISH	STATUTE SOURCE
PC 653f(c)	Solicit another to commit rape, sodomy.	Asking another person to commit rape, anal-penile sexual contact (anal sex), or oral-genital or oral-anal contact (oral sex) by force or violence or other specified sexual offenses.	PC 290(c)
PC 664 with PC 187	Attempted murder.	Trying and failing to kill a person while: acting recklessly; intending to kill a person; intending to commit a felony; or intending to cause bodily injury.	PC 667.5(c) PC 1192.7(c)
PC 664 with any PC 290(c) crime	Attempt to commit any of the PC 290(c) crimes; PC 664 with: PC 220 (except assault to commit mayhem) ; PC 243.4; PC 261(a)(1), (2), (3), (4), or (6); PC 262(a)(1) involving force or violence for which the person is sentenced to state prison; PC 264.1; PC 266; PC 266c; PC 266h(b); PC 266i(b); PC 266j; PC 267; PC 269; PC 285; PC 286; PC 288; PC 288a; PC 288.3; PC 288.4; PC 288.5; PC 288.7; PC 289; PC 311.1; PC 311.2(b), (c), or (d); PC 311.3; PC 311.4; PC 311.10; PC 311.11; PC 314(1) or (2); PC 647.6; former PC 647a; PC 653f(c); any offense involving lewd or lascivious conduct under PC 272; any felony violation of PC 288.2; any statutory predecessor that includes all of the elements of one of the above-listed offenses; or any person who, since that date, has been or is convicted of the attempt or conspiracy to commit any of the above-listed offenses.	Trying and failing to commit a crime that would require a person to register as a sex offender if the crime has been committed.	PC 290(c)
PC 664 with any PC 1192.7(c) crime, except for assault	Attempt to commit any of the PC 1192.7(c) crimes except for assault; PC 664 with: PC 136.1; PC 186.22 (if a felony); PC 187; PC 190-190.4; PC 192(a); PC 203; PC 205; PC 207; PC 208; PC 209; PC 209.5; PC 211; PC 212.5; PC 213; PC 244; PC 246;	When a person tries and fails to commit any felony that is punishable by life in prison or death.	PC 1192.7(c)

CODE SECTION	TITLE	PLAIN ENGLISH	STATUTE SOURCE
	PC 261; PC 264.1; PC 286 (c)(2) or (3); PC 288; PC 288a(c)(2); PC 288.5; PC 289(a)(1); PC 422; PC 451; PC 460(a); PC 461; PC 487(d)(2); PC 4503; PC 11418(b) or (c); PC 12022.53; PC 12034(c); PC 12308; PC 12309; or PC 12310.		
PC 4500 (only if on a non-inmate)	Assault on a non-inmate by a prisoner sentenced to life.	When a person who is in prison with a life sentence threatens violent injury to a person who is not an inmate.	PC 1192.7(c)
PC 4501	Assault with a deadly weapon by an inmate.	When a person who is confined in prison uses a deadly weapon to threaten violent injury (assault) on another person.	PC 1192.7(c)
PC 4503	Holding of a hostage by a person confined in a state prison.	When person in state prison holds another person against their will.	PC 1192.7(c)
PC 11418 (b) PC 11418 (c)	Weapons of mass destruction used: (b) against a person, drinking water, or animals, crop seed or seed stock; or (c) in a form causing damage to public natural resources.	When a person uses a weapon of mass destruction against a person, drinking water, or animals, crop seed or seed stock or in a form causing damage to public natural resources.	PC 667.5(c) PC 1192.7(c)
PC 12022.7 PC 12022.8 PC 12022.9 (Before July 1, 1977 PC 213, PC 264, and PC 461)	A felony crime wherein defendant inflicts great physical harm to someone other than an accomplice or where great physical harm is committed in attempted commission of certain sex offenses or injury occurs resulting in termination of a pregnancy.	PC 12022.7: When a person intentionally causes serious physical harm to a person while committing, or attempting to commit a felony. If the victim has certain characteristics or is injured in a certain way, the penalty may be higher. PC 12022.8: When a person inflicts serious physical harm on a person while committing, or attempting to commit, certain sex offenses that are listed in PC 12022.8. PC 12022.9: When a person, knowing that a woman is pregnant, personally injures the woman so that the pregnancy is terminated.	PC 667.5(c)
PC 12022.3(a) PC 12022.5 PC 12022.55	Firearm offenses, including PC 12022.5 the use of a firearm in the commission of any felony, 12022.3(a) use of a firearm in the commission of rape, rape of spouse, rape in concert, sodomy, lewd or	PC 12022.3(a): When a person uses a firearm or deadly weapon while committing: rape (PC 261), rape of a spouse (262), rape in concert and attempted rape in concert (PC 264.1), sodomy (PC 286), lewd or lascivious act	PC 667.5(c)

CODE SECTION	TITLE	PLAIN ENGLISH	STATUTE SOURCE
	lascivious acts upon a child under 14, oral copulation, or Genital or anal penetration by foreign object 12022.55 causing death by discharging firearm into a motor vehicle.	<p>upon a child under 14 and attempted lewd or lascivious act upon a child under 14 (PC 288), oral copulation (PC 288a) or Genital or anal penetration by foreign object and attempted genital or anal penetration by a foreign object (PC 289).</p> <p>PC 12022.5: When a person uses a firearm while committing, or trying to commit, a felony crime.</p> <p>PC 12022.55: When a person shoots a gun into another car while committing, or attempting to commit, a felony and causes injury or death to a person.</p>	
PC 12022.53	Use of firearm in the commission of a specified felony.	Personal use of a firearm while committing a felony that is listed in the statute.	PC 667.5(c) PC 1192.7(c)
PC 12034(c)	Shooting from a vehicle.	When someone shoots a gun from a vehicle at a person in a vehicle.	PC 1192.7(c)
PC 12308	Explosion with intent to commit murder.	When a person explodes, ignites or attempts to explode anything with the intent to kill another person while either acting recklessly or intending to either kill the person, commit a felony or cause bodily injury to a person.	PC 667.5(c)
PC 12309	Explosion that causes great physical harm.	When a person explodes or ignites anything which causes physical harm to a person.	PC 667.5(c)
PC 12310	Explosion causing death.	When a person explodes or ignites anything that causes death, mayhem or serious physical harm to a person.	PC 667.5(c)
WIC 10980(c)(2)	Felony Welfare Fraud.	Intentionally and wrongly receiving CalWORKS/welfare aid worth more than \$950.	PC 12305.87(b)(2)
WIC 10980(g)(2)	Felony Food Stamps Fraud.	Intentionally using food stamps or EBT worth more than \$950 in an illegal way.	PC 12305.87(b)(2)
Any felony punishable by death or life imprisonment.		The person has committed a felony that has a punishment of death or life in prison	PC 1192.7(c)

CODE SECTION	TITLE	PLAIN ENGLISH	STATUTE SOURCE
	Any felony in which the defendant personally inflicts GBI on another person other than an accomplice or any felony in which the defendant personally uses a firearm.	When a person has committed a felony and caused serious physical harm to a person who is not involved in the crime or the person uses a firearm while committing any felony.	PC 1192.7(c)
	Any felony in which the defendant personally used a dangerous or deadly weapon.	When the person used a dangerous or deadly weapon while committing a felony.	PC 1192.7(c)
	Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine, or any methamphetamine-related drug as specified in 11055(d) of the Health and Safety Code or any of the precursors of methamphetamines as described in Health and Safety Code Section 11055(f) or 11100(a).		PC 1192.7(c)

**IN-HOME SUPPORTIVE SERVICES (IHSS)
RECIPIENT REQUEST FOR PROVIDER WAIVER**

County of: _____
 Notice Date: _____
 Applicant Provider Name: _____
 Recipient Name: _____
 Recipient Case Number: _____
 IHSS Office Address: _____
 IHSS Office Phone Number: _____

I, _____, am submitting this waiver request to _____ in
(Name of County/Public Authority/Non-Profit Consortium)

order to hire the person named below to be my In-Home Supportive Services (IHSS) provider. I understand he/she has been denied eligibility to be paid from the IHSS program, due to a felony criminal conviction(s). Despite this information, I accept the responsibility for my decision, and the possible risks involved, in allowing this person to work in my home as my IHSS provider.

I have chosen to hire _____ to be my IHSS provider and acknowledge
(Applicant Provider)
 that he/she has been convicted of the following crime(s):

<u>Date of Conviction</u>	<u>Penal Code Section</u>	<u>Felony Conviction Description</u>
1. _____	_____	_____ _____ _____
2. _____	_____	_____ _____ _____
3. _____	_____	_____ _____ _____
4. _____	_____	_____ _____ _____
5. _____	_____	_____ _____ _____

**IN-HOME SUPPORTIVE SERVICES (IHSS)
RECIPIENT REQUEST FOR PROVIDER WAIVER**

**AS THE IHSS RECIPIENT WHO WILL HIRE THIS PERSON TO PROVIDE IN-HOME
SUPPORTIVE SERVICES, I UNDERSTAND AND AGREE TO THE FOLLOWING
STATEMENTS AND ACTIVITIES LISTED BELOW**

- I am hiring a person who has been convicted of the felony crime(s) listed on this form.
- I am required to keep this person's criminal information confidential and I am prohibited, by law, from sharing any part of it with any other individual or entity.
- I am completing this waiver request form, which applies only to the crime(s) listed on this form.
- If the county notifies me that this person is convicted of an additional disqualifying felony crime(s) in the future, I will be required to complete and submit another waiver if I wish to continue receiving services from this person.
- A notice will be sent to me when the county has accepted this waiver.
- The county will send a timesheet to the provider I have chosen to hire only after this waiver has been accepted.

By signing this form, I accept the responsibility for hiring the person named on this form to work in my home. I understand the County and the State of California are immune from any liability, due to the risk of any actions that may occur, because of my decision to hire him/her as my IHSS provider.

Signature of Recipient or Recipient's Authorized Representative

Print Name

Date

Without an approved waiver to hire the person named on this form, you will be responsible for paying him/her with your own money for any services provided.

Submit this form within ten (10) calendar days from the "Notice Date" listed on the upper right corner of Page 1. You may submit this form by mail or in person to your IHSS county, Public Authority, or Non-Profit Consortium office at the following address:

By mail: _____

In person: _____

**IN-HOME SUPPORTIVE SERVICES (IHSS)
APPLICANT PROVIDER REQUEST FOR GENERAL EXCEPTION**

To request a general exception, you must submit the items listed on this form to the address listed on Page 3 within forty-five (45) calendar days of the date of your denial notice. If you request a general exception, it may take at least seventy-five (75) calendar days to process after a complete exception request and the applicant's criminal offender record information (CORI) are received by the California Department of Social Services (CDSS) Caregiver Background Check Bureau (CBCB). Once all the documents are received, you will receive a written notice stating whether the request has been approved or denied. **You cannot be paid by the IHSS program for any work performed for an IHSS recipient until the general exception request has been approved. (Please note that, if you are currently working for an IHSS recipient because that recipient completed the individual waiver process to hire you, you may continue to work for that recipient.)**

I, _____, am requesting a general exception to become an IHSS provider and work for any IHSS recipient who wishes to hire me. I understand that, at this time, I am denied eligibility to work as an IHSS provider, due to felony criminal conviction(s) listed on my CORI.

I am providing this information for the CBCB to evaluate my request for a general exception:

Applicant Provider Name: _____

Mailing Address: _____

Phone Number: _____

The CBCB will consider the following factors when considering whether to grant the general exception:

- A.** The nature and seriousness of the crime(s) and the connection to the duties and responsibilities of an IHSS provider.
- B.** Your activities since conviction, including (but not limited to) your employment, participation in therapy education, or community service that would show your changed behavior.
- C.** The number of convictions and the time that has passed since the conviction(s).
- D.** The extent to which you have met the terms of parole, probation, restitution, or other penalty imposed on you.
- E.** Any evidence of rehabilitation that you have submitted. This includes character references submitted by others on your behalf.
- F.** Your employment history and current or past employer recommendations. Additional consideration will be given to an employer recommendation from a person who has received in the past or wants to receive personal care services from you.
- G.** Information about your involvement in the previous crimes(s) that would explain why it is unlikely you would repeat such an offense.
- H.** The Governor's full and unconditional pardon that was granted to you.

**IN-HOME SUPPORTIVE SERVICES (IHSS)
APPLICANT PROVIDER REQUEST FOR GENERAL EXCEPTION**

Based on the CBCB factors A through H listed on the previous page, applicant providers must enclose all of the following with this form:

1. A copy of the denial notice (SOC 852A) stating your ineligibility to be an IHSS provider.
2. A copy of form SOC 426 (IHSS Program Provider Enrollment Form), which you previously completed and submitted to the county.
3. Documentation (Minute Order, Court-Issued Judgment of Conviction, or a letter from the Probation Department) showing that your current or last probation period was informal, if applicable.
4. A description of, and verification if available of, any completed training, classes, treatment, counseling, or community service activities that would indicate rehabilitation or changed behavior. Provide verification of completion (for example, certificates or diplomas), if applicable.
5. Evidence of an official pardon by the Governor, if applicable.
6. Employment history for the last 10 years.
7. Copies of all police reports involving the disqualifying crime(s) for which you were convicted or a letter from law enforcement stating that a report no longer exists.
8. Three (3) signed character reference statements that include the following information:
 - a. How long the person has known you
 - b. How the person knows you (this could be a description of how this person came to know you)
 - c. A statement of the person's opinion of your character
 - d. A description of any interaction between you and a person who is elderly, blind, or disabled who you have assisted
 - e. Other comments that would help describe your desire to work as an IHSS provider

The reference statements must be obtained and dated after the date of your denial notice. They may be completed by current or former employers or other persons you choose. You are limited to one reference from a family member.

9. A signed personal statement including the following information:
 - A. A description of the events surrounding the disqualifying crime(s) for which you were convicted, including what happened, why it happened, how it happened, description of the victim (if known, gender, approximate age, physical characteristics, relationship to victim), and other relevant information about the disqualifying crime(s) or any other conviction(s). The CBCB may compare your statement with police reports and court documents.

**IN-HOME SUPPORTIVE SERVICES (IHSS)
APPLICANT PROVIDER REQUEST FOR GENERAL EXCEPTION**

AND

- B.** A description of what you have done since the conviction(s) to ensure you will not be involved in any criminal activity again.

Send this form and all requested documentation within forty-five (45) calendar days from the date of your denial notice to the following address:

California Department of Social Services
Caregiver Background Check Bureau
744 P Street, MS 9-15-65
Sacramento, CA 95814

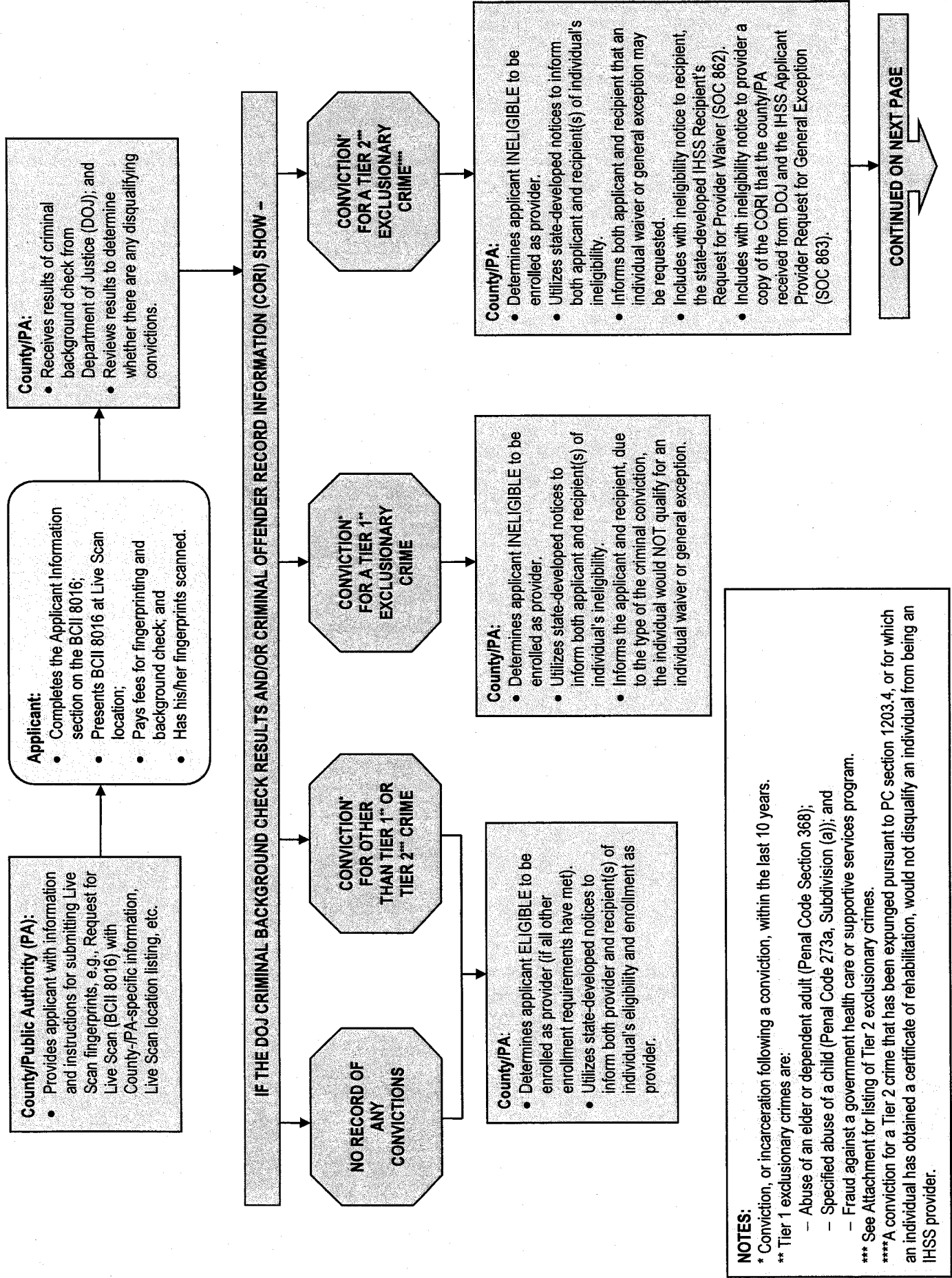
You must notify the CDSS within ten (10) calendar days of any change to your address or telephone number at the contact information listed above.

Signature of Applicant Provider

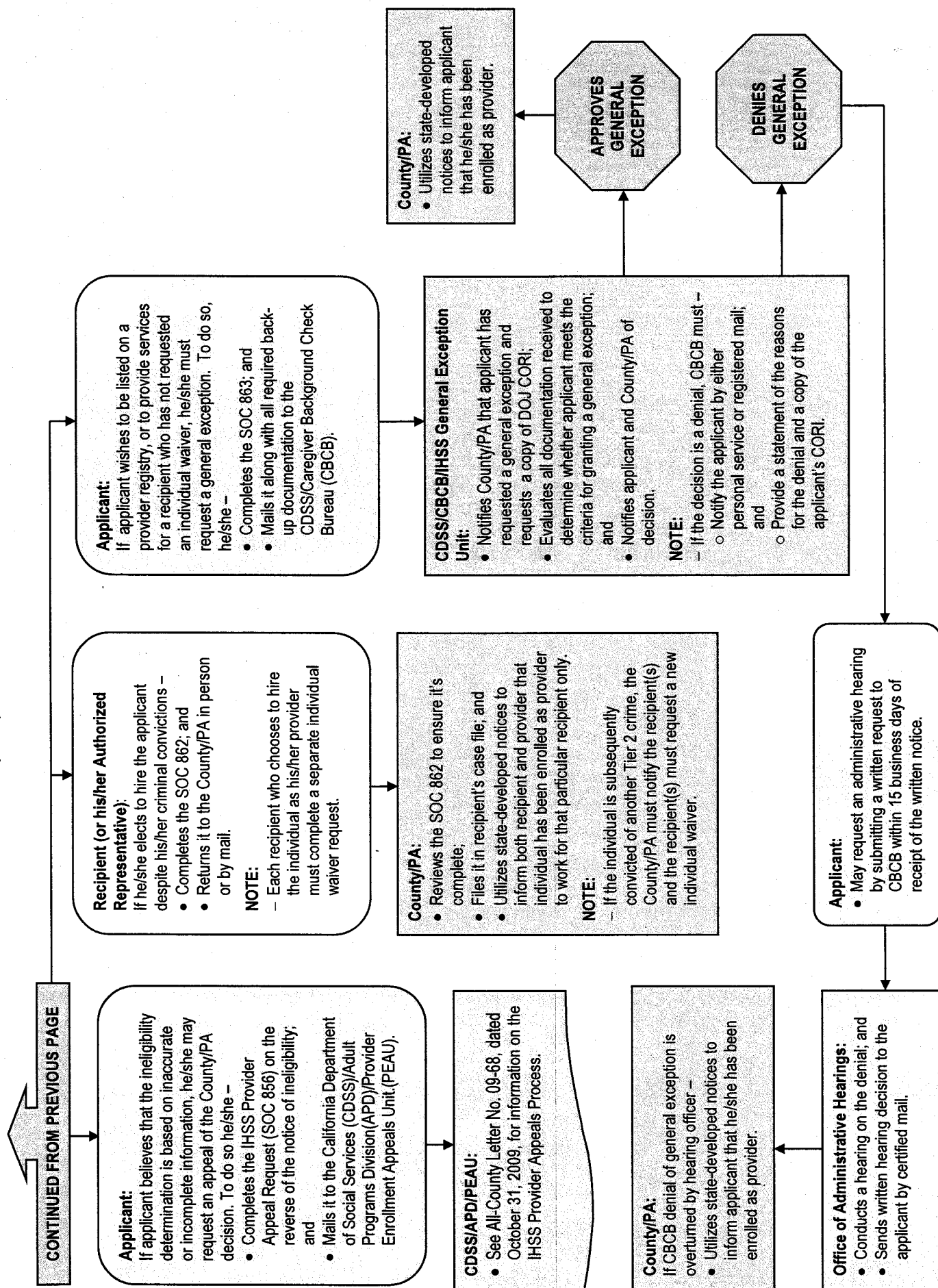
Print Name

Date

IN-HOME SUPPORTIVE SERVICES (IHSS) PROVIDER CRIMINAL BACKGROUND CHECK PROCESS



IN-HOME SUPPORTIVE SERVICES (IHSS) PROVIDER CRIMINAL BACKGROUND CHECK PROCESS



**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE OF PROVIDER ELIGIBILITY****(ADDRESSEE)****County of:** _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Applicant Provider

As of the date of this notice, you have been officially enrolled as an IHSS provider. You can now begin providing services for an IHSS recipient(s) and receiving payment from the IHSS program for providing services.

If you have already begun providing IHSS services to a recipient, you may be eligible to receive retroactive payments for any authorized services you provided.

If you have any questions about this letter, call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO APPLICANT PROVIDER OF PROVIDER INELIGIBILITY
INCOMPLETE PROVIDER PROCESS**

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Applicant Provider

The county/Public Authority/Non-Profit Consortium has determined that you are not eligible to be enrolled as an IHSS provider or to receive payment from the IHSS program for providing services. You are not eligible because you did not complete one or more of the required steps of the IHSS provider enrollment process. You did not complete the step(s) marked below:

- ☐ You did not complete, sign or return the IHSS Provider Enrollment Form (SOC 426).
- ☐ You did not attend an IHSS Provider Orientation session.
- ☐ You did not sign the IHSS Provider Enrollment Agreement (SOC 846).
- ☐ You did not submit fingerprints for a California Department of Justice criminal background check.

If you believe you have completed all of the steps necessary to be eligible as an IHSS provider, you may contact _____ to ensure that you receive proper credit for completing all of the necessary steps.

IN-HOME SUPPORTIVE SERVICES PROGRAM**NOTICE TO APPLICANT PROVIDER OF PROVIDER INELIGIBILITY****TIER I CRIMES (ELDER OR DEPENDENT ADULT ABUSE/CHILD ABUSE & FRAUD AGAINST A GOVERNMENT HEALTH CARE OF SUPPORTIVE SERVICES PROGRAM)****[WELFARE & INSTITUTIONS CODE SECTION 12305.81]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Applicant Provider

Due to a criminal conviction, the county/Public Authority/Non-Profit Consortium has denied your eligibility to be an IHSS provider and to receive payment from the IHSS program for providing services.

- ☐ As part of the provider enrollment process, you submitted fingerprints for a California Department of Justice criminal background check. The background check showed that you had been convicted of a crime(s) that makes you ineligible to be an IHSS provider and to receive payment from the IHSS Program for providing services based on Welfare and Institutions Code (W&IC), Section 12305.81.
- ☐ The county/Public Authority/Non-Profit Consortium has learned that you have been convicted of a crime(s) that makes you ineligible to be employed as an IHSS provider or to receive payment from the IHSS program for providing services based on Welfare and Institutions Code (W&IC), Section 12305.81. The conviction has been verified through court documents.

The crime(s) which disqualified you is/are listed below:

The recipient who has chosen to hire you has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that this conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

If you disagree with this determination, the enclosed SOC 856 form, "To Request Appeal of Provider Enrollment Denial," explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this letter.

If you believe the information provided to the county/Public Authority/Non-Profit Consortium IHSS office is incorrect, you must contact the California Department of Justice, Records Review Unit, at (916) 227-3849, or the court clerk for the Superior Court of the County of _____ to determine the source of the information and to correct the information contained in the court documents or your criminal background check.

If you have any questions about this letter, you may call _____ .

[illegible]

IHSS Office Telephone Number: _____

As part of the provider enrollment process, you submitted fingerprints for a California Department of Justice criminal background check. The background check showed that you had been convicted of a crime(s) that makes you ineligible to be an IHSS provider and to receive payment from the IHSS Program for providing services based on Welfare & Institutions Code, Section 12305.87. The crime(s) which disqualified you is/are listed below:

[illegible]

If you disagree with this determination, the enclosed SOC 856 form, "To Request Appeal of Provider Enrollment Denial," explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this letter.

If you believe the information provided by the California Department of Justice is incorrect, you must contact the California Department of Justice, Records Review Unit, at (916) 227-3849 to correct the information contained in your criminal background check.

Even though you have been convicted of the crime(s) listed on page 1, an IHSS recipient can choose to submit to the county a completed SOC 862 form, "IHSS Recipient Request for Provider Waiver," which would allow you to work as an IHSS provider and to receive payment from the IHSS program for providing services to that recipient only.

You may also apply for a general exception that would allow you to work as an IHSS provider for multiple recipients and to receive payment from the IHSS program. Please read the enclosed SOC 863 form, "IHSS Applicant Provider Request for General Exception," on how to request a general exception and how to complete the general exception form.

If you have any questions about this letter, you may call _____.

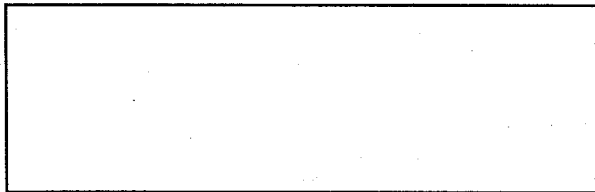
**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER ELIGIBILITY****(ADDRESSEE)****County of:** _____**Notice Date:** _____**Provider Name:** _____**Recipient Name:** _____**Recipient Case Number:** _____**IHSS Office Address:** _____**IHSS Office Telephone Number:** _____**To: In-Home Supportive Services (IHSS) Recipient**

As of the date of this notice, _____, has been officially enrolled as a provider.
He/she can now begin providing services for you.

If you have any questions, call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER INELIGIBILITY
INCOMPLETE PROVIDER PROCESS**

(ADDRESSEE)



County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

The person you have chosen to employ to provide IHSS services for you, _____, is not eligible to receive payment from the IHSS program for providing services to you or to any other person.

He/she did not complete one or more of the required steps of the provider enrollment process listed below.

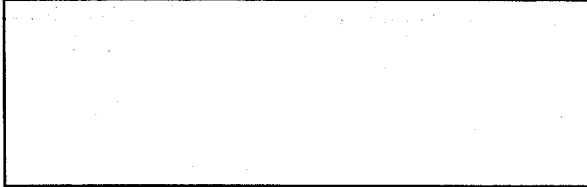
- ☐ He/she did not complete, sign and return the IHSS Provider Enrollment Form (SOC 426) to the county; and/or
- ☐ He/she did not attend an IHSS Provider Orientation; and/or
- ☐ He/she did not sign an IHSS Provider Enrollment Agreement (SOC 846); and/or
- ☐ He/she did not complete a California Department of Justice criminal background check.

Until the individual you have chosen to act as your provider has completed the required steps of the provider enrollment process as listed above, you must choose a different person to provide services. If you choose to continue receiving services from this person before he/she has completed the required steps, you will be responsible for paying him/her with your own money for any services provided.

If you need help finding a different provider, call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER INELIGIBILITY
TIER I CRIMES(ELDER OR DEPENDENT ADULT ABUSE/CHILD ABUSE & FRAUD
AGAINST A GOVERNMENT HEALTH CARE OR SUPPORTIVE SERVICES PROGRAM)
[WELFARE & INSTITUTIONS CODE SECTION 12305.81]**

(ADDRESSEE)



County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

Due to a criminal conviction, the person you have chosen to employ to provide IHSS services for you, _____, has been denied eligibility. He/she cannot receive payment from the IHSS program for providing services to you or to any other person.

As part of the provider enrollment process, this person submitted fingerprints for a California Department of Justice criminal background check. This background check or a court document showed that he/she had been convicted of a crime(s) that makes him/her ineligible to be an IHSS provider and to receive payment from the IHSS Program for providing services based on Welfare and Institutions Code, Section 12305.81. The crime(s) which disqualified him/her is/are one or more of the crimes listed below:

- Abuse of an elder or dependent adult; and/or
- Specified abuse of a child; and/or
- Fraud against a government health care or supportive services program.

This information regarding the applicant provider's convictions is highly sensitive and must be kept strictly confidential. You are prohibited by law from sharing any part of this information with any other individual or entity.

Because this applicant provider has been determined to be ineligible to provide services through the IHSS program, you must choose a different person to provide services. If you choose to continue receiving services from this person, you will be responsible for paying him/her with your own money for any services provided.

If you need help finding a different provider, call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER INELIGIBILITY
TIER 2 CRIMES (SERIOUS/VIOLENT FELONIES; SEX OFFENDER FELONIES;
FRAUD AGAINST GOVERNMENT AGENCIES)
[WELFARE & INSTITUTIONS CODE SECTION 12305.87]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

Due to a criminal felony conviction, the person you have chosen to provide IHSS services for you, _____, has been denied eligibility to receive payment from the IHSS program for providing services to you or to any other person.

As part of the provider enrollment process, this person submitted fingerprints for a California Department of Justice criminal background check. The background check showed that he/she had been convicted of a crime(s) that makes him/her ineligible to be an IHSS provider and to receive payment from the IHSS Program for providing services based on Welfare & Institutions Code section 12305.87. The crime(s) which disqualified him/her is/are listed below:

This information regarding the applicant provider's convictions is highly sensitive and must be kept strictly confidential. You are prohibited by law from sharing any part of this information with any other individual or entity.

Despite this individual's felony conviction, you may submit a signed waiver that would allow this person to work as your IHSS provider. If you agree to a waiver, you are accepting the responsibility for this decision and the risk of any potential actions that may occur as a result of this decision. You must complete, date, and sign the enclosed SOC 862 form, "IHSS Recipient Request for Provider Waiver," and submit it to the county/Public Authority/Non-Profit Consortium IHSS office.

The waiver will allow this person to serve as an IHSS provider for you only, and he/she will receive payment from the IHSS program for providing services to you. This waiver will only apply to the disqualifying crimes listed above. If the provider is convicted of any subsequent disqualifying crime(s), another SOC 862 form must be completed and submitted for that subsequent disqualifying crime.

If this person wishes to provide services for multiple recipients, each recipient must submit a separate signed SOC 862 form or this person must seek a general exception by completing an SOC 863 form, "IHSS Applicant Provider Request for General Exception," and submit it with the requested documentation to the California Department of Social Services.

Without this waiver or general exception, you must choose a different person to provide services to you. Otherwise, you will be responsible for paying him/her with your own money for any services provided.

Please do not contact the county/Public Authority/Non-Profit Consortium or the California Department of Social Services for any additional information regarding any of the crimes or convictions listed on page 1. Each of these agencies is prohibited under Penal Code Sections 11105 and 13300 from providing any detail regarding any of these crimes or convictions beyond that listed in this notice.

If you need help finding a different provider, call _____.

TO REQUEST APPEAL OF PROVIDER ENROLLMENT DENIAL:

- This request for appeal must be received within sixty (60) calendar days of the date of the notice informing you that the county has denied your eligibility to serve as an IHSS provider.
- Fill out and sign the second page of this form.
- Provide a copy of your notice from the county denying your eligibility.
- Provide any supporting documentation for your appeal request. You may provide, for example, certified court documents.
- Make a copy of the front and back of this page for your records.
- Send this page to:

California Department of Social Services
Adult Programs Branch
IHSS Provider Enrollment Appeals Unit, MS 19-04
PO Box 944243
Sacramento, CA 94244-2430

- The California Department of Social Services (CDSS), IHSS Provider Enrollment Appeals Unit (PEAU), will review the information contained with this request (including both information you provided and all information provided by the county/Public Authority/Non-Profit Consortium) to make the decision regarding your eligibility. Upon completion of this review of all materials, the PEAU will make a determination of eligibility.
- If you have any questions, call the CDSS PEAU at (916) 556-1156.

TO REQUEST APPEAL OF PROVIDER ENROLLMENT DENIAL

APPEAL REQUEST

I want to appeal the determination of _____ County about my ineligibility to be a provider of In-Home Supportive Services. I believe that the County's decision is not correct. Here's why:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

☐ If you need more space, check the box at left and attach a page.

PRINT NAME:

STREET ADDRESS:

CITY:

STATE:

ZIP CODE:

TELEPHONE NUMBER:

DATE OF BIRTH:

SIGNATURE OF APPLICANT PROVIDER:

DATE:

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER ELIGIBILITY
ACKNOWLEDGEMENT OF RECEIPT OF WAIVER**

(ADDRESSEE)

COUNTY OF: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient:

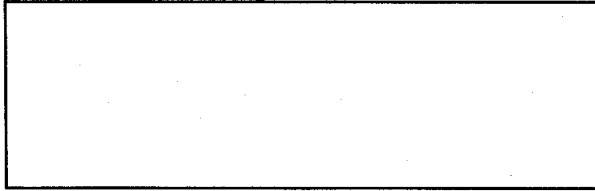
On _____, you were informed that, based on Welfare and Institutions Code, Section
MM/DD/YYYY
12305.87, _____ was denied eligibility to work as an IHSS provider because he/she
had been convicted of a felony crime.

On _____, the county/Public Authority/Non-Profit Consortium IHSS program office received
your signed waiver request. By signing the waiver, you confirmed that you understand that you are
employing the above-named individual to work for you as an IHSS provider with the knowledge of his/her
criminal conviction(s) and that the State of California and the County of _____ are
not liable for the actions of this individual while in your employ as an IHSS provider.

He/she may begin work as an IHSS provider for you as of the date of this notice. If this individual has
already begun providing IHSS services to you, he/she may be eligible to receive retroactive payments
for any authorized services he/she provided.

If you have any questions about this notice, call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO PROVIDER OF PROVIDER INELIGIBILITY
TIER I CRIMES INELIGIBILITY - SUBSEQUENT CONVICTION
[WELFARE AND INSTITUTIONS CODE SECTION 12305.81]
(ADDRESSEE)**



County of: _____

Notice Date: _____

Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Provider

Effective twenty (20) days from the date of this notice, you are no longer eligible to receive payment from the IHSS program for providing services to your current recipient or to any other person. If you have already begun providing services to your current recipient, you can only be paid for services you provide through _____.

Since your initial enrollment, the county/Public Authority/Non-Profit Consortium has learned through certified court documents or through a criminal background check that you have been convicted of a crime(s) that makes you ineligible to serve as an IHSS provider or to receive payments from the IHSS program for providing services based on Welfare and Institutions Code, Section 12305.81. The crime(s) which disqualified you is/are shown below:

The recipient has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that this conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

If you disagree with this decision, the enclosed form explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this notice.

If you believe the information provided to the county/Public Authority/Non-Profit Consortium IHSS office is incorrect, you must contact the California Department of Justice, Records Review Unit, at (916) 227-3849, or the court clerk for the Superior Court of the County of _____ to determine the source of the information and to correct the information contained in the court documents or your criminal background check.

If you have any questions about this notice, you may call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO PROVIDER OF PROVIDER INELIGIBILITY
TIER 2 CRIMES INELIGIBILITY - SUBSEQUENT CONVICTION
[WELFARE AND INSTITUTIONS CODE SECTION 12305.87]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Provider

Effective twenty (20) days from the date of this notice, you are no longer eligible to receive payment from the IHSS program for providing services to your current recipient or to any other person. If you have already begun providing services to your current recipient, you can only be paid for services you provide through _____.

Since your initial enrollment, the county/Public Authority/Non-Profit Consortium has learned through a criminal background check that you have been convicted of a crime(s) that makes you ineligible to serve as an IHSS provider or to receive payments from the IHSS program for providing services based on Welfare and Institutions Code, Section 12305.87. The crime(s) which disqualified you is/are shown below:

The recipient has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that this conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

Even though you have been convicted of the crime(s) listed above, an IHSS recipient can choose to submit to the county a completed SOC 862 form, "IHSS Recipient Request for Provider Waiver," which would allow you to work as an IHSS provider and to receive payment from the IHSS program for providing services to that recipient only.

You may also apply for a general exception that would allow you to work as an IHSS provider for multiple recipients and to receive payment from the IHSS program. Please read the enclosed SOC 863 form, "IHSS Applicant Provider Request for General Exception," on how to request a general exception and how to complete the general exception form.

If you disagree with this decision, the enclosed form explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this notice.

If you believe the information provided to the county/Public Authority/Non-Profit Consortium IHSS office is incorrect, you must contact the California Department of Justice to determine the source of the information and to correct the information contained in your criminal background check.

If you have any questions about this notice, you may call _____ .

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER INELIGIBILITY
TIER I CRIMES INELIGIBILITY - SUBSEQUENT CONVICTION
[WELFARE AND INSTITUTIONS CODE SECTION 12305.81]
(ADDRESSEE)**

County of: _____

Notice Date: _____

Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

Effective twenty (20) days from the date of this notice, the person you have chosen to provide IHSS services to you, _____, is not eligible to receive payment from the IHSS program for providing services to you or to any other person. If this person has been providing services for you, he/she can only be paid for services he/she provides for you through _____.

Since this person's initial enrollment, the county/Public Authority/Non-Profit Consortium has learned through certified court documents or through a criminal background check that he/she has been convicted of a crime(s) that makes him/her ineligible to serve as an IHSS provider or to receive payments from the IHSS program for providing services based on Welfare and Institutions Code, Section 12305.81. The crime(s) which disqualified him/her is/are one or more of the crimes listed below:

- Abuse of an elder or dependent adult; and/or
- Specified abuse of child; and/or
- Fraud against a government health care or supportive services program.

The information regarding the provider's criminal convictions is highly sensitive and must be kept strictly confidential. You are prohibited by law from sharing any part of this information with any other individual or entity.

Because this provider has been determined to be ineligible to provide services through the IHSS program, you must choose a different individual to act as your IHSS provider. If you choose to continue receiving services from this individual, you will be responsible for paying him/her with your own money for any services provided.

If you have any questions about this notice or need help finding a different provider, you may call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER INELIGIBILITY
TIER 2 CRIMES INELIGIBILITY - SUBSEQUENT CONVICTION
[WELFARE AND INSTITUTIONS CODE SECTION 12305.87]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

Effective twenty (20) days from the date of this notice, the person you have chosen to provide IHSS services to you, _____, is not eligible to receive payment from the IHSS program for providing services to you or to any other person. If this person has been providing services for you, he/she can only be paid for services he/she provides for you through _____.

Since this person's initial enrollment, the county/Public Authority/Non-Profit Consortium has learned through a criminal background check that he/she has been convicted of a crime(s) that makes him/her ineligible to serve as an IHSS provider or to receive payments from the IHSS program for providing services based on Welfare and Institutions Code, Section 12305.87. The crime(s) which disqualified him/her is/are one or more of the crimes listed below:

The information regarding the provider's criminal convictions is highly sensitive and must be kept strictly confidential. You are prohibited by law from sharing any part of this information with any other individual or entity.

Despite this individual's felony conviction, you may submit a signed waiver that would allow this individual to continue working as your IHSS provider. If you agree to a waiver, you are accepting all responsibility for this decision and the risk of any potential actions that may occur as a result of this decision. You must complete, date, and sign the enclosed SOC 862 form, "IHSS Recipient Request for Individual Provider Waiver," and submit it to the county/Public Authority/Non-Profit Consortium IHSS office.

This waiver will allow this individual to continue to serve as an IHSS provider for you only, and he/she will receive payment from the IHSS program for providing services to you. This waiver only applies to the disqualifying crimes listed on page 1. If the person is convicted of any subsequent disqualifying crime(s), another SOC 862 form must be completed and submitted for that subsequent disqualifying crime.

If this person wishes to provide services for multiple recipients, each recipient must submit a separate signed SOC 862 form or this person must seek a general exception by completing an SOC 863 form, "IHSS Applicant Provider Request for General Exception." and submit it with the requested documentation to the California Department of Social Services.

Without this waiver or general exception, you must choose a different person to provide services to you. Otherwise, you will be responsible for paying him/her with your own money for any services provided.

Please do not contact the county/Public Authority/Non-Profit Consortium or the California Department of Social Services for any additional information regarding any of the crimes or convictions listed on page 1. Each of these agencies is prohibited under Penal Code Sections 11105 and 13300 from providing any detail regarding any of these crimes or convictions beyond that listed in this notice.

If you have any questions about this letter or need help finding a different provider, you may call _____.

**IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM
PROVIDER ENROLLMENT FORM****READ THE INFORMATION BELOW CAREFULLY BEFORE
YOU BEGIN TO COMPLETE THIS FORM**

Under state law, if you have been convicted of or incarcerated following a conviction for certain exclusionary crimes within the past 10 years, you are not eligible to be enrolled as a provider or to receive payment from the IHSS program for providing supportive services except as specified below. There are two categories of exclusionary crimes.

- **Tier 1 crimes, as set forth in Welfare and Institutions Code (W&IC) section 12305.81, are:**
 1. Specified abuse of a child (Penal Code [PC] section 273a[a]*),
 2. Abuse of an elder or dependent adult (PC section 368*), and
 3. Fraud against a government health care or supportive services program.
- **Tier 2 crimes, as set forth in W&IC section 12305.87, are:**
 1. A violent or serious felony, as specified in PC section 667.5(c)*, and PC section 1192.7(c)*,
 2. A felony offense for which a person is required to register as a sex offender pursuant to PC section 290(c)*, and
 3. A felony offense for fraud against a public social services program, as defined in W&IC sections 10980(c)(2)* and (g)(2)*.

A complete listing of Tier 2 crimes is available upon request from the County IHSS Office or IHSS Public Authority.

*See attached form SOC 426C for the text of these PC and W&IC sections.

- As part of the IHSS provider enrollment process, you must submit fingerprints and undergo a criminal background check conducted by the California Department of Justice.
- If your responses on this form or the results of the criminal background check show that you have been convicted of, or incarcerated following a conviction for, either a Tier 1 or Tier 2 crime within the last 10 years, you will not be eligible to be enrolled as an IHSS provider or to receive payment from the IHSS program for providing supportive services.
- For Tier 2 crimes, if you have obtained a certificate of rehabilitation or an expungement (dismissal pursuant to PC section 1203.4), the conviction will not disqualify you from working as an IHSS provider.
- If your conviction is for a Tier 2 crime, you may qualify for an individual waiver or a general exception under certain circumstances which are described below.
- ***There are no waivers or exceptions allowed for Tier 1 crimes.***

GO ON TO THE NEXT PAGE 

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT FORM

**CONTINUE READING THE INFORMATION BELOW CAREFULLY BEFORE
YOU BEGIN TO COMPLETE THIS FORM**

Individual Waiver of an Exclusion for Conviction for a Tier 2 Crime

If you are found ineligible based on a conviction for a Tier 2 exclusionary crime but an IHSS recipient (or his/her authorized representative) wishes to hire you as his/her provider in spite of your criminal background, you may obtain a waiver as follows.

- The IHSS recipient who wishes to hire you (or his/her authorized representative) will be informed of your conviction and will be directed to keep the information confidential.
- The recipient who wishes to hire you as his/her provider (or his/her authorized representative) must submit an IHSS Recipient Request for Provider Waiver (SOC 862) to the County IHSS Office or IHSS Public Authority.
- The waiver will allow you to be enrolled to provide services only for the recipient who requested the waiver.
- For more information about requesting a waiver, the IHSS recipient who wishes to hire you as his/her provider should contact the County IHSS Office or IHSS Public Authority.

General Exception of an Exclusion for Conviction for a Tier 2 Crime

If you are found ineligible based on a conviction for a Tier 2 exclusionary crime and you want to be listed on a provider registry or to provide services for a recipient who has not requested an individual waiver –

- You may apply for a general exception of the exclusion by completing the IHSS Applicant Provider Request for General Exception (SOC 863).
- You will be required to provide backup documentation, e.g., employment history, personal references, etc., to support your request for a general exception.
- For more information about requesting a general exception, contact the County IHSS Office or IHSS Public Authority.

-
- Completion of this form satisfies ONE of the IHSS provider enrollment requirements.
 - You must complete ALL of the provider enrollment requirements BEFORE you can be enrolled as an IHSS provider or get paid from the IHSS program for providing authorized services for an eligible IHSS recipient.

GO ON TO THE NEXT PAGE 

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT FORM

INSTRUCTIONS:

- Use black or blue ink to fill out. Print information clearly.
- Fill out, sign and return this form in person to the office or location designated by the county. Bring original federal or state government-issued identification and your original Social Security card when returning this form.
- Complete all items in PART A, answer the questions in PART B, and read and sign the declaration in PART C.
- The county will: 1) Review the form to make sure it is complete; 2) Make photocopies of your identification and Social Security card; and 3) Provide you with a copy of the completed form for your records.
- You must let the county know if anything you report on this form changes within ten (10) calendar days of the change.

PART A: PROVIDER INFORMATION

1. Full Name (First Name, Middle Initial, Last Name):	2. Date of Birth:	3. Gender:
	If you are under 18 years of age, you must submit a valid Work Permit with this form.	<input type="checkbox"/> M <input type="checkbox"/> F
4. Home Address (Must be physical address, <u>not</u> a Post Office box):	City:	State: ZIP:
5. Mailing Address (if different from home address)*:	City:	State: ZIP:
6. Telephone Number (with Area Code):	7. Social Security Number**:	
8. a. Driver's License # or Government Issued ID #:	b. Expiration Date:	
	c. Issuing State:	
9. a. Primary Spoken Language:	b. Primary Written Language:	

NOTES:

- * A paycheck for a provider cannot be mailed to a P.O. Box unless the county has approved a request from the provider.
- ** The collection of the Social Security Number is required pursuant to W&IC 12305.81(a), and the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC 1324a), for the purposes of verifying the individual's identity and authorization to work in the United States.

PART B: PROVIDER DISCLOSURE

ANSWER THE FOLLOWING QUESTIONS BY CHECKING THE APPROPRIATE BOX:

1. **WITHIN THE PAST 10 YEARS, HAVE YOU BEEN –**
- a. Convicted of or incarcerated following a conviction for a Tier 1* crime?..... ☐ YES ☐ NO
- b. Convicted of or incarcerated following a conviction for a Tier 2* crime?..... ☐ YES ☐ NO
- *See Page 1 of this form for a definition of Tier 1 and Tier 2 crimes.
2. **IF YOU ANSWERED "YES" TO QUESTION 1.b. ABOVE,** have you obtained a certificate of rehabilitation or expungement (dismissal pursuant to PC section 1203.4) of the Tier 2 crime? ☐ YES ☐ NO
- If YES, you must provide the county with a copy of the certificate of rehabilitation or documentation of the expungement along with this completed form.

GO ON TO THE NEXT PAGE →

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT FORM

PROVIDER'S NAME: _____

PART C: PROVIDER DECLARATION

I UNDERSTAND AND AGREE THAT –

- I cannot receive IHSS program funds as payment for authorized services I provide to any eligible recipient of IHSS until I have completed the entire provider enrollment process and I have been officially enrolled as a provider by the county.
- As a part of the provider enrollment process, I must provide fingerprints and undergo a criminal background check. I am responsible for paying the costs of fingerprinting and the background check.
- If it is found, either through my responses on this form, the results of the criminal background check, or some other means, that within the past 10 years, I have been convicted of or incarcerated following a conviction for a Tier 1 exclusionary crime, I will not be eligible to be an IHSS provider, and the recipient who wished to hire me will be informed that I am ineligible to be a provider because of a disqualifying criminal conviction which will not be specified.
- If it is found, either through my responses on this form, the results of the criminal background check, or some other means, that within the past 10 years, I have been convicted of or incarcerated following a conviction for a Tier 2 exclusionary crime, and I have not received a certificate of rehabilitation or had the conviction expunged –
 - I will not be eligible to be an IHSS provider, unless an IHSS recipient who wishes to hire me to provide his/her services, requests an individual waiver, or I apply for and I am granted a general exception; and
 - The IHSS recipient who wishes to hire me as his/her provider will be informed of my conviction and the types of crimes for which I was convicted, and he/she will be directed to keep the information confidential.

IF I AM ENROLLED BY THE COUNTY AS AN IHSS PROVIDER, I UNDERSTAND AND AGREE THAT –

- If the person I provide services for receives IHSS through the Medi-Cal program, I will be considered to be a Medi-Cal provider of personal care services. Therefore, I will be required to comply with all Medi-Cal program rules relating to the provision of services.
- Payment for the authorized services I provide to an IHSS recipient will be from federal, state and/or county IHSS funds and any false statement I provide, including false entries on the timesheet, or withholding of information may be prosecuted under federal and/or state laws.
- I will reimburse the IHSS program for any overpayments paid to me and any overpayment, individually or collectively, may be deducted from a future paycheck for services I provide to any recipient of IHSS.
- I will provide all services without discrimination based on race, religion, color, national or ethnic origin, gender, age, sexual orientation, or physical or mental disability.

I declare, UNDER PENALTY OF PERJURY, that all of the information I have provided on this form is true and correct to the best of my knowledge, and that I agree to all of the statements listed above.

Signature: _____ Date: _____

Printed Name: _____

FOR COUNTY USE ONLY

County Representative's Signature (Optional): _____ DATE: _____

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM CALIFORNIA CODE SECTIONS

CALIFORNIA PENAL CODE SECTION 273a, SUBDIVISION (a)

- (a) Any person who, under circumstances or conditions likely to produce great bodily harm or death, willfully causes or permits any child to suffer, or inflicts thereon unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of that child to be injured, or willfully causes or permits that child to be placed in a situation where his or her person or health is endangered, shall be punished by imprisonment in a county jail not exceeding one year, or in the state prison for two, four, or six years.

CALIFORNIA PENAL CODE SECTION 368

- (a) The Legislature finds and declares that crimes against elders and dependent adults are deserving of special consideration and protection, not unlike the special protections provided for minor children, because elders and dependent adults may be confused, on various medications, mentally or physically impaired, or incompetent, and therefore less able to protect themselves, to understand or report criminal conduct, or to testify in court proceedings on their own behalf.
- (b) (1) Any person who knows or reasonably should know that a person is an elder or dependent adult and who, under circumstances or conditions likely to produce great bodily harm or death, willfully causes or permits any elder or dependent adult to suffer, or inflicts thereon unjustifiable physical pain or mental suffering, or having the care or custody of any elder or dependent adult, willfully causes or permits the person or health of the elder or dependent adult to be injured, or willfully causes or permits the elder or dependent adult to be placed in a situation in which his or her person or health is endangered, is punishable by imprisonment in a county jail not exceeding one year, or by a fine not to exceed six thousand dollars (\$6,000), or by both that fine and imprisonment, or by imprisonment in the state prison for two, three, or four years.
 - (2) If in the commission of an offense described in paragraph (1), the victim suffers great bodily injury, as defined in Section 12022.7, the defendant shall receive an additional term in the state prison as follows:
 - (A) Three years if the victim is under 70 years of age.
 - (B) Five years if the victim is 70 years of age or older.
 - (3) If in the commission of an offense described in paragraph (1), the defendant proximately causes the death of the victim, the defendant shall receive an additional term in the state prison as follows:
 - (A) Five years if the victim is under 70 years of age.
 - (B) Seven years if the victim is 70 years of age or older.
- (c) Any person who knows or reasonably should know that a person is an elder or dependent adult and who, under circumstances or conditions other than those likely to produce great bodily harm or death, willfully causes or permits any elder or dependent adult to suffer, or inflicts thereon unjustifiable physical pain or mental suffering, or having the care or custody of any elder or dependent adult, willfully causes or permits the person or health of the elder or dependent adult to be injured or willfully causes or permits the elder or dependent adult to be placed in a situation in which his or her person or health may be endangered, is guilty of a misdemeanor. A second or subsequent violation of this subdivision is punishable by a fine not to exceed two thousand dollars (\$2,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.
- (d) Any person who is not a caretaker who violates any provision of law proscribing theft, embezzlement, forgery, or fraud, or who violates Section 530.5 proscribing identity theft, with respect to the property or personal identifying information of an elder or a dependent adult, and who knows or reasonably should know that the victim is an elder or a dependent adult, is punishable by Imprisonment in a county jail not exceeding one year, or in the state prison for two, three, or four years, when the moneys, labor, goods, services, or real or personal property taken or obtained is of a value exceeding four hundred dollars (\$400); and by a fine not exceeding one thousand dollars (\$1,000), by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment, when the

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM CALIFORNIA CODE SECTIONS

moneys, labor, goods, services, or real or personal property taken or obtained is of a value not exceeding four hundred dollars (\$400).

- (e) Any caretaker of an elder or a dependent adult who violates any provision of law proscribing theft, embezzlement, forgery, or fraud, or who violates Section 530.5 proscribing identity theft, with respect to the property or personal identifying information of that elder or dependent adult, is punishable by imprisonment in a county jail not exceeding one year, or in the state prison for two, three, or four years when the moneys, labor, goods, services, or real or personal property taken or obtained is of a value exceeding four hundred dollars (\$400), and by a fine not exceeding one thousand dollars (\$1,000), by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment, when the moneys, labor, goods, services, or real or personal property taken or obtained is of a value not exceeding four hundred dollars (\$400).
- (f) Any person who commits the false imprisonment of an elder or a dependent adult by the use of violence, menace, fraud, or deceit is punishable by imprisonment in the state prison for two, three, or four years.
- (g) As used in this section, "elder" means any person who is 65 years of age or older.
- (h) As used in this section, "dependent adult" means any person who is between the ages of 18 and 64, who has physical or mental limitations which 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.
- (i) As used in this section, "caretaker" means any person who has the care, custody, or control of, or who stands in a position of trust with, an elder or a dependent adult.
- (j) Nothing in this section shall preclude prosecution under both this section and Section 187 or 12022.7 or any other provision of law. However, a person shall not receive an additional term of imprisonment under both paragraphs (2) and (3) of subdivision (b) for any single offense, nor shall a person receive an additional term of imprisonment under both Section 12022.7 and paragraph (2) or (3) of subdivision (b) for any single offense.
- (k) In any case in which a person is convicted of violating these provisions, the court may require him or her to receive appropriate counseling as a condition of probation. Any defendant ordered to be placed in a counseling program shall be responsible for paying the expense of his or her participation in the counseling program as determined by the court. The court shall take into consideration the ability of the defendant to pay, and no defendant shall be denied probation because of his or her inability to pay.

CALIFORNIA PENAL CODE SECTION 290, SUBDIVISION (c)

(c) The following persons shall be required to register:

Any person who, since July 1, 1944, has been or is hereafter convicted in any court in this state or in any federal or military court of a violation of Section 187 committed in the perpetration, or an attempt to perpetrate, rape or any act punishable under Section 286, 288, 288a, or 289, Section 207 or 209 committed with intent to violate Section 261, 286, 288, 288a, or 289, Section 220, except assault to commit mayhem, Section 243.4, paragraph (1), (2), (3), (4), or (6) of subdivision (a) of Section 261, paragraph (1) of subdivision (a) of Section 262 involving the use of force or violence for which the person is sentenced to the state prison, Section 264.1, 266, or 266c, subdivision (b) of Section 266h, subdivision (b) of Section 266i, Section 266j, 267, 269, 285, 286, 288, 288a, 288.3, 288.4, 288.5, 288.7, 289, or 311.1, subdivision (b), (c), or (d) of Section 311.2, Section 311.3, 311.4, 311.10, 311.11, or 647.6, former Section 647a, subdivision (c) of Section 653f, subdivision 1 or 2 of Section 314, any offense involving lewd or lascivious conduct under Section 272, or any felony violation of Section 288.2; any statutory predecessor that includes all elements of one of the above-mentioned offenses; or any person who since that date has been or is hereafter convicted of the attempt or conspiracy to commit any of the above-mentioned offenses.

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM CALIFORNIA CODE SECTIONS

CALIFORNIA PENAL CODE SECTION 667.5, SUBDIVISION (c)

- (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.

CALIFORNIA PENAL CODE SECTION 1192.7, SUBDIVISION (c)

- (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

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM CALIFORNIA CODE SECTIONS

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 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.

CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 10980, PARAGRAPH (2) OF SUBDIVISIONS (c) AND (g)

(c) Whenever any person has, willfully and knowingly, with the intent to deceive, by means of false statement or representation, or by failing to disclose a material fact, or by impersonation or other fraudulent device, obtained or retained aid under the provisions of this division for himself or herself or for a child not in fact entitled thereto, the person obtaining this aid shall be punished as follows:

(2) If the total amount of the aid obtained or retained is more than nine hundred fifty dollars (\$950), by imprisonment in the state prison for a period of 16 months, two years, or three years, by a fine of not more than five thousand dollars (\$5,000), or by both that imprisonment and fine; or by imprisonment in the county jail for a period of not more than one year, by a fine of not more than one thousand dollars (\$1,000), or by both imprisonment and fine.

(g) Any person who knowingly uses, transfers, sells, purchases, or possesses food stamps, electronically transferred benefits, or authorizations to participate in the federal Supplemental Nutrition Assistance Program in any manner not authorized by Chapter 10 (commencing with Section 18900), of Part 6, or by the federal Food Stamp Act of 1977 (Public Law 95-113 and all amendments thereto) or the Food and Nutrition Act of 2008 (7 U.S.C. Sec. 2011 et seq.)

(2) is guilty of a felony if the face value of the food stamps or the authorizations to participate exceeds nine hundred fifty dollars (\$950), and shall be punished by imprisonment in the state prison for a period of 16 months, two years, or three years, by a fine of not more than five thousand dollars (\$5,000), or by both that imprisonment and fine, or by imprisonment in the county jail for a period of not more than one year, or by a fine of not more than one thousand dollars (\$1,000), or by both imprisonment and fine.

IMPORTANT INFORMATION FOR PROSPECTIVE PROVIDERS ABOUT THE IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT PROCESS

An IHSS provider is someone who gets paid to provide services to a person who receives in-home supportive services under the IHSS Program. If you want to become an IHSS provider, you must complete all of the steps outlined below before you can be enrolled as a provider and receive payment from the IHSS Program for providing services.

STEP 1. Complete and sign the IHSS Program Provider Enrollment Form (SOC 426), and return it in person to the County IHSS Office or IHSS Public Authority.

- Get a blank copy of the SOC 426 from the County IHSS Office or Public Authority. *Read the information carefully before you complete the form.*
- Complete the SOC 426 form and answer all questions completely and truthfully. You ***must report*** if you have been convicted of any crimes that would not allow you to provide services.
- Bring a U.S. government issued picture ID **AND** an original Social Security card. If you do not have a Social Security card you may show the original official letter from the Social Security Administration (SSA) showing your Social Security number (SSN).
- The information you provide on the Provider Enrollment Form (SOC 426) will be verified by a criminal background check by the California Department of Justice (DOJ). The criminal background check is required to be a provider (See Step 2).

STEP 2. Be fingerprinted and go through a criminal background check by the California Department of Justice.

- The County IHSS Office or Public Authority will give you instructions on how to get fingerprinted when you turn in the completed and signed SOC 426. *Do not try to be fingerprinted until you have received instructions from the county.*
- You can get fingerprinted at some local law enforcement agencies (Police or Sheriff Department) or at a business that offers digitally scanned fingerprinting (Live Scan) services. The County IHSS Office or Public Authority can give you a list of nearby locations.
- State law requires that you pay the costs for fingerprinting and the criminal background check. Fees vary depending where you choose to get fingerprinted; the costs range from \$40 to \$90.
- If the background check verifies that you have **not** been convicted of any Tier 1 or Tier 2 crimes, **proceed to Step 3.**
- If the background check verifies that you **have been convicted** of any Tier 1 or Tier 2 crimes, please read the sections on the next pages.

If you **have been** convicted of, OR incarcerated following a conviction for, either a **Tier 1 or Tier 2** crime **WITHIN THE PAST 10 YEARS**, you are **NOT** eligible to be enrolled as an IHSS provider or to receive payment from the IHSS program for providing supportive services.

Tier 1 crimes include:

- Specified abuse of a child (Penal Code (PC) section 273a(a);
- Abuse of an elder or dependent adult (PC section 368); or
- Fraud against a government health care or supportive services program.

If you have a conviction for any of the **Tier 1 crimes** in the past 10 years, you are **NOT** eligible to be a provider.

- You are **NOT** eligible even if you had a **Tier 1** crime that was expunged from your record.

Tier 2 crimes include:

- A violent or serious felony, as specified in PC section 667.5(c), and PC section 1192.7(c),
- A felony offense for which a person is required to register as a sex offender pursuant to PC section 290(c), and
- A felony offense for fraud against a public social services program, as defined in W&IC section 10980(c) (2) and (g) (2).

You can ask the County IHSS Office or IHSS Public Authority for a list of the Tier 2 crimes.

If you have a conviction for any of the **Tier 2 crimes** in the past 10 years you may be eligible—

- If your Tier 2 crime has been or can be expunged from your record.
- If a recipient requests an individual waiver to hire you.
- If you are approved for a general exception.

Read sections below for more information.

Expungement for Tier 2 crime:

- If you have a certificate of rehabilitation or an expungement for a Tier 2 crime, you may be eligible to be an IHSS provider. Provide copies of your certification of rehabilitation or documentation regarding the expungement with your completed SOC 426.
- If you are in the process of having a crime expunged, you should complete the expungement process before continuing the criminal background check.

Individual Waiver of Exclusion for a Tier 2 crime:

An individual waiver allows you to provide services **ONLY** to a specific recipient who chooses to hire you in spite of your criminal conviction (s) and he/she requests an individual waiver.

- A recipient must request and submit the Recipient Request for Provider Waiver (SOC 862) to the County IHSS Office to allow you to provide services.
- The IHSS recipient who wants to hire you must be told of your conviction; however, he/she will be directed to keep the conviction information confidential.

General Exception for a Tier 2 crime:

An individual who has been found ineligible to be enrolled as a provider based on a conviction for a Tier 2 crime, but who wishes to be listed on a provider registry, may apply for a general exception of the exclusion.

- Apply for a General Exception by completing the IHSS Applicant Provider Request for General Exception (SOC 863) form.
- You will be required to provide backup documentation, e.g., employment history, personal references, etc., to support your request for a general exception.

If you have been disqualified based on a Tier 1 or Tier 2 conviction, you may request a copy of your criminal offender record information (CORI) from the county. Please be advised that the CORI can ONLY be used for this enrollment process.

If the information on your criminal background is incorrect, you can dispute the information through the DOJ record review process.

The DOJ record review process includes submitting fingerprints, paying a processing fee and following the instructions found on the DOJ website at <http://ag.ca.gov/fingerprints/security.php>. If there is criminal information on your record, a Claim of Alleged Inaccuracy or Incompleteness (FORM BCII 8706) will be included along with the response.

STEP 3. Go to an IHSS Program Provider Orientation given by the county.

- The County IHSS Office or Public Authority will tell you when and where you can attend an orientation session.
- The orientation will give you important information about the IHSS Program and the rules and requirements for you to follow as a provider.

STEP 4. At the end of the Provider Orientation session, sign an IHSS Program Provider Enrollment Agreement (SOC 846).

- By signing the SOC 846, you are saying that you understand and agree to the rules and requirements for being a provider in the IHSS Program.

You should maintain copies of all documents you submitted and any that you received from the county for your records.

Once you have successfully completed these four (4) steps and you have been approved by the county or Public Authority to be an IHSS provider, as long as you are an active provider and your criminal background check remains clear, you will continue to be eligible to provide services for any IHSS recipient.

If you have any questions about these provider enrollment requirements, contact your County IHSS Office or IHSS Public Authority.

**IN-HOME SUPPORTIVE SERVICES (IHSS)
APPLICANT PROVIDER REQUEST FOR GENERAL EXCEPTION**

To request a general exception, you must submit the items listed on this form to the address listed on Page 3 within forty-five (45) calendar days of the date of your denial notice. If you request a general exception, it may take at least seventy-five (75) calendar days to process after a complete exception request and the applicant's criminal offender record information (CORI) are received by the California Department of Social Services (CDSS) Caregiver Background Check Bureau (CBCB). Once all the documents are received, you will receive a written notice stating whether the request has been approved or denied. **You cannot be paid by the IHSS program for any work performed for an IHSS recipient until the general exception request has been approved. (Please note that, if you are currently working for an IHSS recipient because that recipient completed the individual waiver process to hire you, you may continue to work for that recipient.)**

I, _____, am requesting a general exception to become an IHSS provider and work for any IHSS recipient who wishes to hire me. I understand that, at this time, I am denied eligibility to work as an IHSS provider, due to felony criminal conviction(s) listed on my CORI.

I am providing this information for the CBCB to evaluate my request for a general exception:

Applicant Provider Name: _____

Mailing Address: _____

Phone Number: _____

The CBCB will consider the following factors when considering whether to grant the general exception:

- A.** The nature and seriousness of the crime(s) and the connection to the duties and responsibilities of an IHSS provider.
- B.** Your activities since conviction, including (but not limited to) your employment, participation in therapy education, or community service that would show your changed behavior.
- C.** The number of convictions and the time that has passed since the conviction(s).
- D.** The extent to which you have met the terms of parole, probation, restitution, or other penalty imposed on you.
- E.** Any evidence of rehabilitation that you have submitted. This includes character references submitted by others on your behalf.
- F.** Your employment history and current or past employer recommendations. Additional consideration will be given to an employer recommendation from a person who has received in the past or wants to receive personal care services from you.
- G.** Information about your involvement in the previous crimes(s) that would explain why it is unlikely you would repeat such an offense.
- H.** The Governor's full and unconditional pardon that was granted to you.

**IN-HOME SUPPORTIVE SERVICES (IHSS)
APPLICANT PROVIDER REQUEST FOR GENERAL EXCEPTION**

Based on the CBCB factors A through H listed on the previous page, applicant providers must enclose all of the following with this form:

1. A copy of the denial notice (SOC 852A) stating your ineligibility to be an IHSS provider.
2. A copy of form SOC 426 (IHSS Program Provider Enrollment Form), which you previously completed and submitted to the county.
3. Documentation (Minute Order, Court-Issued Judgment of Conviction, or a letter from the Probation Department) showing that your current or last probation period was informal, if applicable.
4. A description of, and verification if available of, any completed training, classes, treatment, counseling, or community service activities that would indicate rehabilitation or changed behavior. Provide verification of completion (for example, certificates or diplomas), if applicable.
5. Evidence of an official pardon by the Governor, if applicable.
6. Employment history for the last 10 years.
7. Copies of all police reports involving the disqualifying crime(s) for which you were convicted or a letter from law enforcement stating that a report no longer exists.
8. Three (3) signed character reference statements that include the following information:
 - a. How long the person has known you
 - b. How the person knows you (this could be a description of how this person came to know you)
 - c. A statement of the person's opinion of your character
 - d. A description of any interaction between you and a person who is elderly, blind, or disabled who you have assisted
 - e. Other comments that would help describe your desire to work as an IHSS provider

The reference statements must be obtained and dated after the date of your denial notice. They may be completed by current or former employers or other persons you choose. You are limited to one reference from a family member.

9. A signed personal statement including the following information:
 - A. A description of the events surrounding the disqualifying crime(s) for which you were convicted, including what happened, why it happened, how it happened, description of the victim (if known, gender, approximate age, physical characteristics, relationship to victim), and other relevant information about the disqualifying crime(s) or any other conviction(s). The CBCB may compare your statement with police reports and court documents.

**IN-HOME SUPPORTIVE SERVICES (IHSS)
APPLICANT PROVIDER REQUEST FOR GENERAL EXCEPTION**

AND

- B.** A description of what you have done since the conviction(s) to ensure you will not be involved in any criminal activity again.

Send this form and all requested documentation within forty-five (45) calendar days from the date of your denial notice to the following address:

California Department of Social Services
Caregiver Background Check Bureau
744 P Street, MS 9-15-65
Sacramento, CA 95814

You must notify the CDSS within ten (10) calendar days of any change to your address or telephone number at the contact information listed above.

Signature of Applicant Provider

Print Name

Date

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT FORM

READ THE INFORMATION BELOW CAREFULLY BEFORE YOU BEGIN TO COMPLETE THIS FORM

Under state law, if you have been convicted of or incarcerated following a conviction for certain exclusionary crimes within the past 10 years, you are not eligible to be enrolled as a provider or to receive payment from the IHSS program for providing supportive services except as specified below. There are two categories of exclusionary crimes.

- **Tier 1 crimes, as set forth in Welfare and Institutions Code (W&IC) section 12305.81, are:**
 1. Specified abuse of a child (Penal Code [PC] section 273a[a]*),
 2. Abuse of an elder or dependent adult (PC section 368*), and
 3. Fraud against a government health care or supportive services program.
- **Tier 2 crimes, as set forth in W&IC section 12305.87, are:**
 1. A violent or serious felony, as specified in PC section 667.5(c)*, and PC section 1192.7(c)*,
 2. A felony offense for which a person is required to register as a sex offender pursuant to PC section 290(c)*, and
 3. A felony offense for fraud against a public social services program, as defined in W&IC sections 10980(c)(2)* and (g)(2)*.

A complete listing of Tier 2 crimes is available upon request from the County IHSS Office or IHSS Public Authority.

*See attached form SOC 426C for the text of these PC and W&IC sections.

- As part of the IHSS provider enrollment process, you must submit fingerprints and undergo a criminal background check conducted by the California Department of Justice.
- If your responses on this form or the results of the criminal background check show that you have been convicted of, or incarcerated following a conviction for, either a Tier 1 or Tier 2 crime within the last 10 years, you will not be eligible to be enrolled as an IHSS provider or to receive payment from the IHSS program for providing supportive services.
- For Tier 2 crimes, if you have obtained a certificate of rehabilitation or an expungement (dismissal pursuant to PC section 1203.4), the conviction will not disqualify you from working as an IHSS provider.
- If your conviction is for a Tier 2 crime, you may qualify for an individual waiver or a general exception under certain circumstances which are described below.
- ***There are no waivers or exceptions allowed for Tier 1 crimes.***

GO ON TO THE NEXT PAGE →

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT FORM

**CONTINUE READING THE INFORMATION BELOW CAREFULLY BEFORE
YOU BEGIN TO COMPLETE THIS FORM**

Individual Waiver of an Exclusion for Conviction for a Tier 2 Crime

If you are found ineligible based on a conviction for a Tier 2 exclusionary crime but an IHSS recipient (or his/her authorized representative) wishes to hire you as his/her provider in spite of your criminal background, you may obtain a waiver as follows.

- The IHSS recipient who wishes to hire you (or his/her authorized representative) will be informed of your conviction and will be directed to keep the information confidential.
- The recipient who wishes to hire you as his/her provider (or his/her authorized representative) must submit an IHSS Recipient Request for Provider Waiver (SOC 862) to the County IHSS Office or IHSS Public Authority.
- The waiver will allow you to be enrolled to provide services only for the recipient who requested the waiver.
- For more information about requesting a waiver, the IHSS recipient who wishes to hire you as his/her provider should contact the County IHSS Office or IHSS Public Authority.

General Exception of an Exclusion for Conviction for a Tier 2 Crime

If you are found ineligible based on a conviction for a Tier 2 exclusionary crime and you want to be listed on a provider registry or to provide services for a recipient who has not requested an individual waiver –

- You may apply for a general exception of the exclusion by completing the IHSS Applicant Provider Request for General Exception (SOC 863).
 - You will be required to provide backup documentation, e.g., employment history, personal references, etc., to support your request for a general exception.
 - For more information about requesting a general exception, contact the County IHSS Office or IHSS Public Authority.
-
- Completion of this form satisfies ONE of the IHSS provider enrollment requirements.
 - You must complete ALL of the provider enrollment requirements BEFORE you can be enrolled as an IHSS provider or get paid from the IHSS program for providing authorized services for an eligible IHSS recipient.

GO ON TO THE NEXT PAGE →

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT FORM

INSTRUCTIONS:

- Use black or blue ink to fill out. Print information clearly.
- Fill out, sign and return this form in person to the office or location designated by the county. Bring original federal or state government-issued identification and your original Social Security card when returning this form.
- Complete all items in PART A, answer the questions in PART B, and read and sign the declaration in PART C.
- The county will: 1) Review the form to make sure it is complete; 2) Make photocopies of your identification and Social Security card; and 3) Provide you with a copy of the completed form for your records.
- You must let the county know if anything you report on this form changes within ten (10) calendar days of the change.

PART A: PROVIDER INFORMATION

1. Full Name (First Name, Middle Initial, Last Name):	2. Date of Birth:	3. Gender:
	If you are under 18 years of age, you must submit a valid Work Permit with this form.	<input type="checkbox"/> M <input type="checkbox"/> F
4. Home Address (Must be physical address, <u>not</u> a Post Office box):	City:	State: ZIP:
5. Mailing Address (if different from home address)*:	City:	State: ZIP:
6. Telephone Number (with Area Code):	7. Social Security Number**:	
8. a. Driver's License # or Government Issued ID #:	b. Expiration Date:	
	c. Issuing State:	
9. a. Primary Spoken Language:	b. Primary Written Language:	

NOTES:

- * A paycheck for a provider cannot be mailed to a P.O. Box unless the county has approved a request from the provider.
- ** The collection of the Social Security Number is required pursuant to W&IC 12305.81(a), and the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC 1324a), for the purposes of verifying the individual's identity and authorization to work in the United States.

PART B: PROVIDER DISCLOSURE

ANSWER THE FOLLOWING QUESTIONS BY CHECKING THE APPROPRIATE BOX:

1. **WITHIN THE PAST 10 YEARS, HAVE YOU BEEN –**
- a. Convicted of or incarcerated following a conviction for a Tier 1* crime? ☐ YES ☐ NO
- b. Convicted of or incarcerated following a conviction for a Tier 2* crime? ☐ YES ☐ NO
- *See Page 1 of this form for a definition of Tier 1 and Tier 2 crimes.
2. **IF YOU ANSWERED "YES" TO QUESTION 1.b. ABOVE,** have you obtained a certificate of rehabilitation or expungement (dismissal pursuant to PC section 1203.4) of the Tier 2 crime? ☐ YES ☐ NO
- If YES, you must provide the county with a copy of the certificate of rehabilitation or documentation of the expungement along with this completed form.

GO ON TO THE NEXT PAGE

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT FORM

PROVIDER'S NAME: _____

PART C: PROVIDER DECLARATION

I UNDERSTAND AND AGREE THAT –

- I cannot receive IHSS program funds as payment for authorized services I provide to any eligible recipient of IHSS until I have completed the entire provider enrollment process and I have been officially enrolled as a provider by the county.
- As a part of the provider enrollment process, I must provide fingerprints and undergo a criminal background check. I am responsible for paying the costs of fingerprinting and the background check.
- If it is found, either through my responses on this form, the results of the criminal background check, or some other means, that within the past 10 years, I have been convicted of or incarcerated following a conviction for a Tier 1 exclusionary crime, I will not be eligible to be an IHSS provider, and the recipient who wished to hire me will be informed that I am ineligible to be a provider because of a disqualifying criminal conviction which will not be specified.
- If it is found, either through my responses on this form, the results of the criminal background check, or some other means, that within the past 10 years, I have been convicted of or incarcerated following a conviction for a Tier 2 exclusionary crime, and I have not received a certificate of rehabilitation or had the conviction expunged –
 - I will not be eligible to be an IHSS provider, unless an IHSS recipient who wishes to hire me to provide his/her services, requests an individual waiver, or I apply for and I am granted a general exception; and
 - The IHSS recipient who wishes to hire me as his/her provider will be informed of my conviction and the types of crimes for which I was convicted, and he/she will be directed to keep the information confidential.

IF I AM ENROLLED BY THE COUNTY AS AN IHSS PROVIDER, I UNDERSTAND AND AGREE THAT –

- If the person I provide services for receives IHSS through the Medi-Cal program, I will be considered to be a Medi-Cal provider of personal care services. Therefore, I will be required to comply with all Medi-Cal program rules relating to the provision of services.
- Payment for the authorized services I provide to an IHSS recipient will be from federal, state and/or county IHSS funds and any false statement I provide, including false entries on the timesheet, or withholding of information may be prosecuted under federal and/or state laws.
- I will reimburse the IHSS program for any overpayments paid to me and any overpayment, individually or collectively, may be deducted from a future paycheck for services I provide to any recipient of IHSS.
- I will provide all services without discrimination based on race, religion, color, national or ethnic origin, gender, age, sexual orientation, or physical or mental disability.

I declare, UNDER PENALTY OF PERJURY, that all of the information I have provided on this form is true and correct to the best of my knowledge, and that I agree to all of the statements listed above.

Signature: _____ Date: _____

Printed Name: _____

FOR COUNTY USE ONLY

County Representative's Signature (Optional): _____ DATE: _____

IN-HOME SUPPORTIVE SERVICES PROGRAM NOTICE OF PROVIDER ELIGIBILITY

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Applicant Provider

As of the date of this notice, you have been officially enrolled as an IHSS provider. You can now begin providing services for an IHSS recipient(s) and receiving payment from the IHSS program for providing services.

If you have already begun providing IHSS services to a recipient, you may be eligible to receive retroactive payments for any authorized services you provided.

If you have any questions about this letter, call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO APPLICANT PROVIDER OF PROVIDER INELIGIBILITY
INCOMPLETE PROVIDER PROCESS**

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Applicant Provider

The county/Public Authority/Non-Profit Consortium has determined that you are not eligible to be enrolled as an IHSS provider or to receive payment from the IHSS program for providing services. You are not eligible because you did not complete one or more of the required steps of the IHSS provider enrollment process. You did not complete the step(s) marked below:

- ☐ You did not complete, sign or return the IHSS Provider Enrollment Form (SOC 426).
- ☐ You did not attend an IHSS Provider Orientation session.
- ☐ You did not sign the IHSS Provider Enrollment Agreement (SOC 846).
- ☐ You did not submit fingerprints for a California Department of Justice criminal background check.

If you believe you have completed all of the steps necessary to be eligible as an IHSS provider, you may contact _____ to ensure that you receive proper credit for completing all of the necessary steps.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO APPLICANT PROVIDER OF PROVIDER INELIGIBILITY
TIER I CRIMES (ELDER OR DEPENDENT ADULT ABUSE/CHILD ABUSE & FRAUD AGAINST A
GOVERNMENT HEALTH CARE OF SUPPORTIVE SERVICES PROGRAM)
[WELFARE & INSTITUTIONS CODE SECTION 12305.81]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Applicant Provider

Due to a criminal conviction, the county/Public Authority/Non-Profit Consortium has denied your eligibility to be an IHSS provider and to receive payment from the IHSS program for providing services.

- ☐ As part of the provider enrollment process, you submitted fingerprints for a California Department of Justice criminal background check. The background check showed that you had been convicted of a crime(s) that makes you ineligible to be an IHSS provider and to receive payment from the IHSS Program for providing services based on Welfare and Institutions Code (W&IC), Section 12305.81.
- ☐ The county/Public Authority/Non-Profit Consortium has learned that you have been convicted of a crime(s) that makes you ineligible to be employed as an IHSS provider or to receive payment from the IHSS program for providing services based on Welfare and Institutions Code (W&IC), Section 12305.81. The conviction has been verified through court documents.

The crime(s) which disqualified you is/are listed below:

The recipient who has chosen to hire you has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that this conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

If you disagree with this determination, the enclosed SOC 856 form, "To Request Appeal of Provider Enrollment Denial," explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this letter.

If you believe the information provided to the county/Public Authority/Non-Profit Consortium IHSS office is incorrect, you must contact the California Department of Justice, Records Review Unit, at (916) 227-3849, or the court clerk for the Superior Court of the County of _____ to determine the source of the information and to correct the information contained in the court documents or your criminal background check.

If you have any questions about this letter, you may call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO APPLICANT PROVIDER OF PROVIDER INELIGIBILITY
TIER 2 CRIMES (SERIOUS/VIOLENT FELONIES; SEX OFFENDER FELONIES; FRAUD
AGAINST GOVERNMENT AGENCIES)
[WELFARE & INSTITUTIONS CODE SECTION 12305.87]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Applicant Provider

The county/Public Authority/Non-Profit Consortium has denied your eligibility to be enrolled as an IHSS provider and to receive payment from the IHSS program for providing services.

As part of the provider enrollment process, you submitted fingerprints for a California Department of Justice criminal background check. The background check showed that you had been convicted of a crime(s) that makes you ineligible to be an IHSS provider and to receive payment from the IHSS Program for providing services based on Welfare & Institutions Code, Section 12305.87. The crime(s) which disqualified you is/are listed below:

The recipient has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that his conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

If you disagree with this determination, the enclosed SOC 856 form, "To Request Appeal of Provider Enrollment Denial," explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this letter.

If you believe the information provided by the California Department of Justice is incorrect, you must contact the California Department of Justice, Records Review Unit, at (916) 227-3849 to correct the information contained in your criminal background check.

Even though you have been convicted of the crime(s) listed on page 1, an IHSS recipient can choose to submit to the county a completed SOC 862 form, "IHSS Recipient Request for Provider Waiver," which would allow you to work as an IHSS provider and to receive payment from the IHSS program for providing services to that recipient only.

You may also apply for a general exception that would allow you to work as an IHSS provider for multiple recipients and to receive payment from the IHSS program. Please read the enclosed SOC 863 form, "IHSS Applicant Provider Request for General Exception," on how to request a general exception and how to complete the general exception form.

If you have any questions about this letter, you may call _____ .

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER ELIGIBILITY**

(ADDRESSEE)

County of: _____

Notice Date: _____

Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

As of the date of this notice, _____, has been officially enrolled as a provider.
He/she can now begin providing services for you.

If you have any questions, call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER INELIGIBILITY
INCOMPLETE PROVIDER PROCESS**

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

The person you have chosen to employ to provide IHSS services for you, _____, is not eligible to receive payment from the IHSS program for providing services to you or to any other person.

He/she did not complete one or more of the required steps of the provider enrollment process listed below.

- ☐ He/she did not complete, sign and return the IHSS Provider Enrollment Form (SOC 426) to the county; and/or
- ☐ He/she did not attend an IHSS Provider Orientation; and/or
- ☐ He/she did not sign an IHSS Provider Enrollment Agreement (SOC 846); and/or
- ☐ He/she did not complete a California Department of Justice criminal background check.

Until the individual you have chosen to act as your provider has completed the required steps of the provider enrollment process as listed above, you must choose a different person to provide services. If you choose to continue receiving services from this person before he/she has completed the required steps, you will be responsible for paying him/her with your own money for any services provided.

If you need help finding a different provider, call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER INELIGIBILITY
TIER I CRIMES(ELDER OR DEPENDENT ADULT ABUSE/CHILD ABUSE & FRAUD
AGAINST A GOVERNMENT HEALTH CARE OR SUPPORTIVE SERVICES PROGRAM)
[WELFARE & INSTITUTIONS CODE SECTION 12305.81]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

Due to a criminal conviction, the person you have chosen to employ to provide IHSS services for you, _____, has been denied eligibility. He/she cannot receive payment from the IHSS program for providing services to you or to any other person.

As part of the provider enrollment process, this person submitted fingerprints for a California Department of Justice criminal background check. This background check or a court document showed that he/she had been convicted of a crime(s) that makes him/her ineligible to be an IHSS provider and to receive payment from the IHSS Program for providing services based on Welfare and Institutions Code, Section 12305.81. The crime(s) which disqualified him/her is/are one or more of the crimes listed below:

- Abuse of an elder or dependent adult; and/or
- Specified abuse of a child; and/or
- Fraud against a government health care or supportive services program.

This information regarding the applicant provider's convictions is highly sensitive and must be kept strictly confidential. You are prohibited by law from sharing any part of this information with any other individual or entity.

Because this applicant provider has been determined to be ineligible to provide services through the IHSS program, you must choose a different person to provide services. If you choose to continue receiving services from this person, you will be responsible for paying him/her with your own money for any services provided.

If you need help finding a different provider, call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER INELIGIBILITY
TIER 2 CRIMES (SERIOUS/VIOLENT FELONIES; SEX OFFENDER FELONIES;
FRAUD AGAINST GOVERNMENT AGENCIES)
[WELFARE & INSTITUTIONS CODE SECTION 12305.87]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

Due to a criminal felony conviction, the person you have chosen to provide IHSS services for you, _____, has been denied eligibility to receive payment from the IHSS program for providing services to you or to any other person.

As part of the provider enrollment process, this person submitted fingerprints for a California Department of Justice criminal background check. The background check showed that he/she had been convicted of a crime(s) that makes him/her ineligible to be an IHSS provider and to receive payment from the IHSS Program for providing services based on Welfare & Institutions Code section 12305.87. The crime(s) which disqualified him/her is/are listed below:

This information regarding the applicant provider's convictions is highly sensitive and must be kept strictly confidential. You are prohibited by law from sharing any part of this information with any other individual or entity.

Despite this individual's felony conviction, you may submit a signed waiver that would allow this person to work as your IHSS provider. If you agree to a waiver, you are accepting the responsibility for this decision and the risk of any potential actions that may occur as a result of this decision. You must complete, date, and sign the enclosed SOC 862 form, "IHSS Recipient Request for Provider Waiver," and submit it to the county/Public Authority/Non-Profit Consortium IHSS office.

The waiver will allow this person to serve as an IHSS provider for you only, and he/she will receive payment from the IHSS program for providing services to you. This waiver will only apply to the disqualifying crimes listed above. If the provider is convicted of any subsequent disqualifying crime(s), another SOC 862 form must be completed and submitted for that subsequent disqualifying crime.

If this person wishes to provide services for multiple recipients, each recipient must submit a separate signed SOC 862 form or this person must seek a general exception by completing an SOC 863 form, "IHSS Applicant Provider Request for General Exception," and submit it with the requested documentation to the California Department of Social Services.

Without this waiver or general exception, you must choose a different person to provide services to you. Otherwise, you will be responsible for paying him/her with your own money for any services provided.

Please do not contact the county/Public Authority/Non-Profit Consortium or the California Department of Social Services for any additional information regarding any of the crimes or convictions listed on page 1. Each of these agencies is prohibited under Penal Code Sections 11105 and 13300 from providing any detail regarding any of these crimes or convictions beyond that listed in this notice.

If you need help finding a different provider, call _____.

**IN-HOME SUPPORTIVE SERVICES (IHSS)
RECIPIENT REQUEST FOR PROVIDER WAIVER**

County of: _____
Notice Date: _____
Applicant Provider Name: _____
Recipient Name: _____
Recipient Case Number: _____
IHSS Office Address: _____
IHSS Office Phone Number: _____

I, _____, am submitting this waiver request to _____ in
(Name of County/Public Authority/Non-Profit Consortium)

order to hire the person named below to be my In-Home Supportive Services (IHSS) provider. I understand he/she has been denied eligibility to be paid from the IHSS program, due to a felony criminal conviction(s). Despite this information, I accept the responsibility for my decision, and the possible risks involved, in allowing this person to work in my home as my IHSS provider.

I have chosen to hire _____ to be my IHSS provider and acknowledge
(Applicant Provider)
that he/she has been convicted of the following crime(s):

<u>Date of Conviction</u>	<u>Penal Code Section</u>	<u>Felony Conviction Description</u>
1. _____	_____	_____ _____ _____
2. _____	_____	_____ _____ _____
3. _____	_____	_____ _____ _____
4. _____	_____	_____ _____ _____
5. _____	_____	_____ _____ _____

**IN-HOME SUPPORTIVE SERVICES (IHSS)
RECIPIENT REQUEST FOR PROVIDER WAIVER**

**AS THE IHSS RECIPIENT WHO WILL HIRE THIS PERSON TO PROVIDE IN-HOME
SUPPORTIVE SERVICES, I UNDERSTAND AND AGREE TO THE FOLLOWING
STATEMENTS AND ACTIVITIES LISTED BELOW**

- I am hiring a person who has been convicted of the felony crime(s) listed on this form.
- I am required to keep this person's criminal information confidential and I am prohibited, by law, from sharing any part of it with any other individual or entity.
- I am completing this waiver request form, which applies only to the crime(s) listed on this form.
- If the county notifies me that this person is convicted of an additional disqualifying felony crime(s) in the future, I will be required to complete and submit another waiver if I wish to continue receiving services from this person.
- A notice will be sent to me when the county has accepted this waiver.
- The county will send a timesheet to the provider I have chosen to hire only after this waiver has been accepted.

By signing this form, I accept the responsibility for hiring the person named on this form to work in my home. I understand the County and the State of California are immune from any liability, due to the risk of any actions that may occur, because of my decision to hire him/her as my IHSS provider.

Signature of Recipient or Recipient's Authorized Representative

Print Name

Date

Without an approved waiver to hire the person named on this form, you will be responsible for paying him/her with your own money for any services provided.

Submit this form within ten (10) calendar days from the "Notice Date" listed on the upper right corner of Page 1. You may submit this form by mail or in person to your IHSS county, Public Authority, or Non-Profit Consortium office at the following address:

By mail: _____

In person: _____

TO REQUEST APPEAL OF PROVIDER ENROLLMENT DENIAL:

- This request for appeal must be received within sixty (60) calendar days of the date of the notice informing you that the county has denied your eligibility to serve as an IHSS provider.
- Fill out and sign the second page of this form.
- Provide a copy of your notice from the county denying your eligibility.
- Provide any supporting documentation for your appeal request. You may provide, for example, certified court documents.
- Make a copy of the front and back of this page for your records.
- Send this page to:

California Department of Social Services
Adult Programs Branch
IHSS Provider Enrollment Appeals Unit, MS 19-04
PO Box 944243
Sacramento, CA 94244-2430

- The California Department of Social Services (CDSS), IHSS Provider Enrollment Appeals Unit (PEAU), will review the information contained with this request (including both information you provided and all information provided by the county/Public Authority/Non-Profit Consortium) to make the decision regarding your eligibility. Upon completion of this review of all materials, the PEAU will make a determination of eligibility.
- If you have any questions, call the CDSS PEAU at (916) 556-1156.

TO REQUEST APPEAL OF PROVIDER ENROLLMENT DENIAL

APPEAL REQUEST

I want to appeal the determination of _____ County about my ineligibility to be a provider of In-Home Supportive Services. I believe that the County's decision is not correct. Here's why:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

☐ If you need more space, check the box at left and attach a page.

PRINT NAME: _____

STREET ADDRESS:

CITY:

STATE:

ZIP CODE:

TELEPHONE NUMBER:

DATE OF BIRTH:

SIGNATURE OF APPLICANT PROVIDER:

DATE:

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER ELIGIBILITY
ACKNOWLEDGEMENT OF RECEIPT OF WAIVER**

(ADDRESSEE)

COUNTY OF: _____

Notice Date: _____

Applicant Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient:

On MM/DD/YYYY, you were informed that, based on Welfare and Institutions Code, Section 12305.87, _____ was denied eligibility to work as an IHSS provider because he/she had been convicted of a felony crime.

On _____, the county/Public Authority/Non-Profit Consortium IHSS program office received your signed waiver request. By signing the waiver, you confirmed that you understand that you are employing the above-named individual to work for you as an IHSS provider with the knowledge of his/her criminal conviction(s) and that the State of California and the County of _____ are not liable for the actions of this individual while in your employ as an IHSS provider.

He/she may begin work as an IHSS provider for you as of the date of this notice. If this individual has already begun providing IHSS services to you, he/she may be eligible to receive retroactive payments for any authorized services he/she provided.

If you have any questions about this notice, call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO PROVIDER OF PROVIDER INELIGIBILITY
TIER I CRIMES INELIGIBILITY - SUBSEQUENT CONVICTION
[WELFARE AND INSTITUTIONS CODE SECTION 12305.81]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Provider

Effective twenty (20) days from the date of this notice, you are no longer eligible to receive payment from the IHSS program for providing services to your current recipient or to any other person. If you have already begun providing services to your current recipient, you can only be paid for services you provide through _____.

Since your initial enrollment, the county/Public Authority/Non-Profit Consortium has learned through certified court documents or through a criminal background check that you have been convicted of a crime(s) that makes you ineligible to serve as an IHSS provider or to receive payments from the IHSS program for providing services based on Welfare and Institutions Code, Section 12305.81. The crime(s) which disqualified you is/are shown below:

The recipient has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that this conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

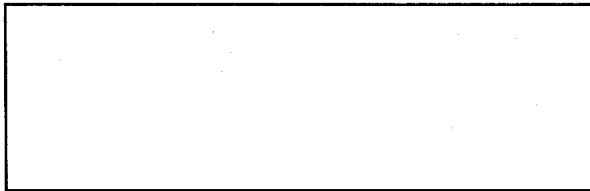
If you disagree with this decision, the enclosed form explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this notice.

If you believe the information provided to the county/Public Authority/Non-Profit Consortium IHSS office is incorrect, you must contact the California Department of Justice, Records Review Unit, at (916) 227-3849, or the court clerk for the Superior Court of the County of _____ to determine the source of the information and to correct the information contained in the court documents or your criminal background check.

If you have any questions about this notice, you may call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO PROVIDER OF PROVIDER INELIGIBILITY
TIER 2 CRIMES INELIGIBILITY - SUBSEQUENT CONVICTION
[WELFARE AND INSTITUTIONS CODE SECTION 12305.87]**

(ADDRESSEE)



County of: _____

Notice Date: _____

Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Provider

Effective twenty (20) days from the date of this notice, you are no longer eligible to receive payment from the IHSS program for providing services to your current recipient or to any other person. If you have already begun providing services to your current recipient, you can only be paid for services you provide through _____.

Since your initial enrollment, the county/Public Authority/Non-Profit Consortium has learned through a criminal background check that you have been convicted of a crime(s) that makes you ineligible to serve as an IHSS provider or to receive payments from the IHSS program for providing services based on Welfare and Institutions Code, Section 12305.87. The crime(s) which disqualified you is/are shown below:

The recipient has been sent a notice as well, informing him/her that you have been convicted of a crime that makes you ineligible to be employed as an IHSS provider. The recipient has been notified that this conviction information is highly sensitive and must be kept strictly confidential. The recipient is prohibited by law from sharing any part of this information with any other individual or entity.

Even though you have been convicted of the crime(s) listed above, an IHSS recipient can choose to submit to the county a completed SOC 862 form, "IHSS Recipient Request for Provider Waiver," which would allow you to work as an IHSS provider and to receive payment from the IHSS program for providing services to that recipient only.

You may also apply for a general exception that would allow you to work as an IHSS provider for multiple recipients and to receive payment from the IHSS program. Please read the enclosed SOC 863 form, "IHSS Applicant Provider Request for General Exception," on how to request a general exception and how to complete the general exception form.

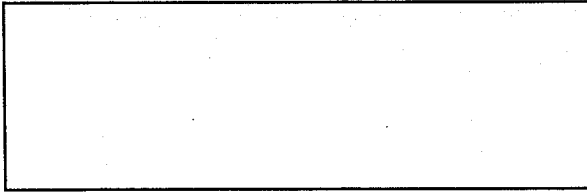
If you disagree with this decision, the enclosed form explains how you can request an appeal. Your written appeal request must be received within sixty (60) calendar days from the date of this notice.

If you believe the information provided to the county/Public Authority/Non-Profit Consortium IHSS office is incorrect, you must contact the California Department of Justice to determine the source of the information and to correct the information contained in your criminal background check.

If you have any questions about this notice, you may call _____ .

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER INELIGIBILITY
TIER I CRIMES INELIGIBILITY - SUBSEQUENT CONVICTION
[WELFARE AND INSTITUTIONS CODE SECTION 12305.81]**

(ADDRESSEE)



County of: _____

Notice Date: _____

Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

Effective twenty (20) days from the date of this notice, the person you have chosen to provide IHSS services to you, _____, is not eligible to receive payment from the IHSS program for providing services to you or to any other person. If this person has been providing services for you, he/she can only be paid for services he/she provides for you through _____.

Since this person's initial enrollment, the county/Public Authority/Non-Profit Consortium has learned through certified court documents or through a criminal background check that he/she has been convicted of a crime(s) that makes him/her ineligible to serve as an IHSS provider or to receive payments from the IHSS program for providing services based on Welfare and Institutions Code, Section 12305.81. The crime(s) which disqualified him/her is/are one or more of the crimes listed below:

- Abuse of an elder or dependent adult; and/or
- Specified abuse of child; and/or
- Fraud against a government health care or supportive services program.

The information regarding the provider's criminal convictions is highly sensitive and must be kept strictly confidential. You are prohibited by law from sharing any part of this information with any other individual or entity.

Because this provider has been determined to be ineligible to provide services through the IHSS program, you must choose a different individual to act as your IHSS provider. If you choose to continue receiving services from this individual, you will be responsible for paying him/her with your own money for any services provided.

If you have any questions about this notice or need help finding a different provider, you may call _____.

**IN-HOME SUPPORTIVE SERVICES PROGRAM
NOTICE TO RECIPIENT OF PROVIDER INELIGIBILITY
TIER 2 CRIMES INELIGIBILITY - SUBSEQUENT CONVICTION
[WELFARE AND INSTITUTIONS CODE SECTION 12305.87]**

(ADDRESSEE)

County of: _____

Notice Date: _____

Provider Name: _____

Recipient Name: _____

Recipient Case Number: _____

IHSS Office Address: _____

IHSS Office Telephone Number: _____

To: In-Home Supportive Services (IHSS) Recipient

Effective twenty (20) days from the date of this notice, the person you have chosen to provide IHSS services to you, _____, is not eligible to receive payment from the IHSS program for providing services to you or to any other person. If this person has been providing services for you, he/she can only be paid for services he/she provides for you through _____.

Since this person's initial enrollment, the county/Public Authority/Non-Profit Consortium has learned through a criminal background check that he/she has been convicted of a crime(s) that makes him/her ineligible to serve as an IHSS provider or to receive payments from the IHSS program for providing services based on Welfare and Institutions Code, Section 12305.87. The crime(s) which disqualified him/her is/are one or more of the crimes listed below:

The information regarding the provider's criminal convictions is highly sensitive and must be kept strictly confidential. You are prohibited by law from sharing any part of this information with any other individual or entity.

Despite this individual's felony conviction, you may submit a signed waiver that would allow this individual to continue working as your IHSS provider. If you agree to a waiver, you are accepting all responsibility for this decision and the risk of any potential actions that may occur as a result of this decision. You must complete, date, and sign the enclosed SOC 862 form, "IHSS Recipient Request for Individual Provider Waiver," and submit it to the county/Public Authority/Non-Profit Consortium IHSS office.

This waiver will allow this individual to continue to serve as an IHSS provider for you only, and he/she will receive payment from the IHSS program for providing services to you. This waiver only applies to the disqualifying crimes listed on page 1. If the person is convicted of any subsequent disqualifying crime(s), another SOC 862 form must be completed and submitted for that subsequent disqualifying crime.

If this person wishes to provide services for multiple recipients, each recipient must submit a separate signed SOC 862 form or this person must seek a general exception by completing an SOC 863 form, "IHSS Applicant Provider Request for General Exception." and submit it with the requested documentation to the California Department of Social Services.

Without this waiver or general exception, you must choose a different person to provide services to you. Otherwise, you will be responsible for paying him/her with your own money for any services provided.

Please do not contact the county/Public Authority/Non-Profit Consortium or the California Department of Social Services for any additional information regarding any of the crimes or convictions listed on page 1. Each of these agencies is prohibited under Penal Code Sections 11105 and 13300 from providing any detail regarding any of these crimes or convictions beyond that listed in this notice.

If you have any questions about this letter or need help finding a different provider, you may call _____.

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM CALIFORNIA CODE SECTIONS

CALIFORNIA PENAL CODE SECTION 273a, SUBDIVISION (a)

- (a) Any person who, under circumstances or conditions likely to produce great bodily harm or death, willfully causes or permits any child to suffer, or inflicts thereon unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of that child to be injured, or willfully causes or permits that child to be placed in a situation where his or her person or health is endangered, shall be punished by imprisonment in a county jail not exceeding one year, or in the state prison for two, four, or six years.

CALIFORNIA PENAL CODE SECTION 368

- (a) The Legislature finds and declares that crimes against elders and dependent adults are deserving of special consideration and protection, not unlike the special protections provided for minor children, because elders and dependent adults may be confused, on various medications, mentally or physically impaired, or incompetent, and therefore less able to protect themselves, to understand or report criminal conduct, or to testify in court proceedings on their own behalf.
- (b) (1) Any person who knows or reasonably should know that a person is an elder or dependent adult and who, under circumstances or conditions likely to produce great bodily harm or death, willfully causes or permits any elder or dependent adult to suffer, or inflicts thereon unjustifiable physical pain or mental suffering, or having the care or custody of any elder or dependent adult, willfully causes or permits the person or health of the elder or dependent adult to be injured, or willfully causes or permits the elder or dependent adult to be placed in a situation in which his or her person or health is endangered, is punishable by imprisonment in a county jail not exceeding one year, or by a fine not to exceed six thousand dollars (\$6,000), or by both that fine and imprisonment, or by imprisonment in the state prison for two, three, or four years.
(2) If in the commission of an offense described in paragraph (1), the victim suffers great bodily injury, as defined in Section 12022.7, the defendant shall receive an additional term in the state prison as follows:
 - (A) Three years if the victim is under 70 years of age.
 - (B) Five years if the victim is 70 years of age or older.(3) If in the commission of an offense described in paragraph (1), the defendant proximately causes the death of the victim, the defendant shall receive an additional term in the state prison as follows:
 - (A) Five years if the victim is under 70 years of age.
 - (B) Seven years if the victim is 70 years of age or older.
- (c) Any person who knows or reasonably should know that a person is an elder or dependent adult and who, under circumstances or conditions other than those likely to produce great bodily harm or death, willfully causes or permits any elder or dependent adult to suffer, or inflicts thereon unjustifiable physical pain or mental suffering, or having the care or custody of any elder or dependent adult, willfully causes or permits the person or health of the elder or dependent adult to be injured or willfully causes or permits the elder or dependent adult to be placed in a situation in which his or her person or health may be endangered, is guilty of a misdemeanor. A second or subsequent violation of this subdivision is punishable by a fine not to exceed two thousand dollars (\$2,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.
- (d) Any person who is not a caretaker who violates any provision of law proscribing theft, embezzlement, forgery, or fraud, or who violates Section 530.5 proscribing identity theft, with respect to the property or personal identifying information of an elder or a dependent adult, and who knows or reasonably should know that the victim is an elder or a dependent adult, is punishable by Imprisonment in a county jail not exceeding one year, or in the state prison for two, three, or four years, when the moneys, labor, goods, services, or real or personal property taken or obtained is of a value exceeding four hundred dollars (\$400); and by a fine not exceeding one thousand dollars (\$1,000), by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment, when the

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM CALIFORNIA CODE SECTIONS

moneys, labor, goods, services, or real or personal property taken or obtained is of a value not exceeding four hundred dollars (\$400).

- (e) Any caretaker of an elder or a dependent adult who violates any provision of law proscribing theft, embezzlement, forgery, or fraud, or who violates Section 530.5 proscribing identity theft, with respect to the property or personal identifying information of that elder or dependent adult, is punishable by imprisonment in a county jail not exceeding one year, or in the state prison for two, three, or four years when the moneys, labor, goods, services, or real or personal property taken or obtained is of a value exceeding four hundred dollars (\$400), and by a fine not exceeding one thousand dollars (\$1,000), by imprisonment in a county jail not exceeding one year, or by both that fine and imprisonment, when the moneys, labor, goods, services, or real or personal property taken or obtained is of a value not exceeding four hundred dollars (\$400).
- (f) Any person who commits the false imprisonment of an elder or a dependent adult by the use of violence, menace, fraud, or deceit is punishable by imprisonment in the state prison for two, three, or four years.
- (g) As used in this section, "elder" means any person who is 65 years of age or older.
- (h) As used in this section, "dependent adult" means any person who is between the ages of 18 and 64, who has physical or mental limitations which 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.
- (i) As used in this section, "caretaker" means any person who has the care, custody, or control of, or who stands in a position of trust with, an elder or a dependent adult.
- (j) Nothing in this section shall preclude prosecution under both this section and Section 187 or 12022.7 or any other provision of law. However, a person shall not receive an additional term of imprisonment under both paragraphs (2) and (3) of subdivision (b) for any single offense, nor shall a person receive an additional term of imprisonment under both Section 12022.7 and paragraph (2) or (3) of subdivision (b) for any single offense.
- (k) In any case in which a person is convicted of violating these provisions, the court may require him or her to receive appropriate counseling as a condition of probation. Any defendant ordered to be placed in a counseling program shall be responsible for paying the expense of his or her participation in the counseling program as determined by the court. The court shall take into consideration the ability of the defendant to pay, and no defendant shall be denied probation because of his or her inability to pay.

CALIFORNIA PENAL CODE SECTION 290, SUBDIVISION (c)

(c) The following persons shall be required to register:

Any person who, since July 1, 1944, has been or is hereafter convicted in any court in this state or in any federal or military court of a violation of Section 187 committed in the perpetration, or an attempt to perpetrate, rape or any act punishable under Section 286, 288, 288a, or 289, Section 207 or 209 committed with intent to violate Section 261, 286, 288, 288a, or 289, Section 220, except assault to commit mayhem, Section 243.4, paragraph (1), (2), (3), (4), or (6) of subdivision (a) of Section 261, paragraph (1) of subdivision (a) of Section 262 involving the use of force or violence for which the person is sentenced to the state prison, Section 264.1, 266, or 266c, subdivision (b) of Section 266h, subdivision (b) of Section 266i, Section 266j, 267, 269, 285, 286, 288, 288a, 288.3, 288.4, 288.5, 288.7, 289, or 311.1, subdivision (b), (c), or (d) of Section 311.2, Section 311.3, 311.4, 311.10, 311.11, or 647.6, former Section 647a, subdivision (c) of Section 653f, subdivision 1 or 2 of Section 314, any offense involving lewd or lascivious conduct under Section 272, or any felony violation of Section 288.2; any statutory predecessor that includes all elements of one of the above-mentioned offenses; or any person who since that date has been or is hereafter convicted of the attempt or conspiracy to commit any of the above-mentioned offenses.

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM CALIFORNIA CODE SECTIONS

CALIFORNIA PENAL CODE SECTION 667.5, SUBDIVISION (c)

- (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.

CALIFORNIA PENAL CODE SECTION 1192.7, SUBDIVISION (c)

- (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

IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM CALIFORNIA CODE SECTIONS

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 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.

CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 10980, PARAGRAPH (2) OF SUBDIVISIONS (c) AND (g)

(c) Whenever any person has, willfully and knowingly, with the intent to deceive, by means of false statement or representation, or by failing to disclose a material fact, or by impersonation or other fraudulent device, obtained or retained aid under the provisions of this division for himself or herself or for a child not in fact entitled thereto, the person obtaining this aid shall be punished as follows:

(2) If the total amount of the aid obtained or retained is more than nine hundred fifty dollars (\$950), by imprisonment in the state prison for a period of 16 months, two years, or three years, by a fine of not more than five thousand dollars (\$5,000), or by both that imprisonment and fine; or by imprisonment in the county jail for a period of not more than one year, by a fine of not more than one thousand dollars (\$1,000), or by both imprisonment and fine.

(g) Any person who knowingly uses, transfers, sells, purchases, or possesses food stamps, electronically transferred benefits, or authorizations to participate in the federal Supplemental Nutrition Assistance Program in any manner not authorized by Chapter 10 (commencing with Section 18900), of Part 6, or by the federal Food Stamp Act of 1977 (Public Law 95-113 and all amendments thereto) or the Food and Nutrition Act of 2008 (7 U.S.C. Sec. 2011 et seq.)

(2) is guilty of a felony if the face value of the food stamps or the authorizations to participate exceeds nine hundred fifty dollars (\$950), and shall be punished by imprisonment in the state prison for a period of 16 months, two years, or three years, by a fine of not more than five thousand dollars (\$5,000), or by both that imprisonment and fine, or by imprisonment in the county jail for a period of not more than one year, or by a fine of not more than one thousand dollars (\$1,000), or by both imprisonment and fine.

IMPORTANT INFORMATION FOR PROSPECTIVE PROVIDERS ABOUT THE IN-HOME SUPPORTIVE SERVICES (IHSS) PROGRAM PROVIDER ENROLLMENT PROCESS

An IHSS provider is someone who gets paid to provide services to a person who receives in-home supportive services under the IHSS Program. If you want to become an IHSS provider, you must complete all of the steps outlined below before you can be enrolled as a provider and receive payment from the IHSS Program for providing services.

STEP 1. Complete and sign the IHSS Program Provider Enrollment Form (SOC 426), and return it in person to the County IHSS Office or IHSS Public Authority.

- Get a blank copy of the SOC 426 from the County IHSS Office or Public Authority. *Read the information carefully before you complete the form.*
- Complete the SOC 426 form and answer all questions completely and truthfully. You **must report** if you have been convicted of any crimes that would not allow you to provide services.
- Bring a U.S. government issued picture ID **AND** an original Social Security card. If you do not have a Social Security card you may show the original official letter from the Social Security Administration (SSA) showing your Social Security number (SSN).
- The information you provide on the Provider Enrollment Form (SOC 426) will be verified by a criminal background check by the California Department of Justice (DOJ). The criminal background check is required to be a provider (See Step 2).

STEP 2. Be fingerprinted and go through a criminal background check by the California Department of Justice.

- The County IHSS Office or Public Authority will give you instructions on how to get fingerprinted when you turn in the completed and signed SOC 426. *Do not try to be fingerprinted until you have received instructions from the county.*
- You can get fingerprinted at some local law enforcement agencies (Police or Sheriff Department) or at a business that offers digitally scanned fingerprinting (Live Scan) services. The County IHSS Office or Public Authority can give you a list of nearby locations.
- State law requires that you pay the costs for fingerprinting and the criminal background check. Fees vary depending where you choose to get fingerprinted; the costs range from \$40 to \$90.
- If the background check verifies that you have **not** been convicted of any Tier 1 or Tier 2 crimes, **proceed to Step 3.**
- If the background check verifies that you **have been convicted** of any Tier 1 or Tier 2 crimes, please read the sections on the next pages.

If you **have been** convicted of, OR incarcerated following a conviction for, either a **Tier 1 or Tier 2** crime **WITHIN THE PAST 10 YEARS**, you are **NOT** eligible to be enrolled as an IHSS provider or to receive payment from the IHSS program for providing supportive services.

Tier 1 crimes include:

- Specified abuse of a child (Penal Code (PC) section 273a(a);
- Abuse of an elder or dependent adult (PC section 368); or
- Fraud against a government health care or supportive services program.

If you have a conviction for any of the **Tier 1 crimes** in the past 10 years, you are **NOT** eligible to be a provider.

- You are **NOT** eligible even if you had a **Tier 1** crime that was expunged from your record.

Tier 2 crimes include:

- A violent or serious felony, as specified in PC section 667.5(c), and PC section 1192.7(c),
- A felony offense for which a person is required to register as a sex offender pursuant to PC section 290(c), and
- A felony offense for fraud against a public social services program, as defined in W&IC section 10980(c) (2) and (g) (2).

You can ask the County IHSS Office or IHSS Public Authority for a list of the Tier 2 crimes.

If you have a conviction for any of the **Tier 2 crimes** in the past 10 years you may be eligible—

- If your Tier 2 crime has been or can be expunged from your record.
- If a recipient requests an individual waiver to hire you.
- If you are approved for a general exception.

Read sections below for more information.

Expungement for Tier 2 crime:

- If you have a certificate of rehabilitation or an expungement for a Tier 2 crime, you may be eligible to be an IHSS provider. Provide copies of your certification of rehabilitation or documentation regarding the expungement with your completed SOC 426.
- If you are in the process of having a crime expunged, you should complete the expungement process before continuing the criminal background check.

Individual Waiver of Exclusion for a Tier 2 crime:

An individual waiver allows you to provide services **ONLY** to a specific recipient who chooses to hire you in spite of your criminal conviction (s) and he/she requests an individual waiver.

- A recipient must request and submit the Recipient Request for Provider Waiver (SOC 862) to the County IHSS Office to allow you to provide services.
- The IHSS recipient who wants to hire you must be told of your conviction; however, he/she will be directed to keep the conviction information confidential.

General Exception for a Tier 2 crime:

An individual who has been found ineligible to be enrolled as a provider based on a conviction for a Tier 2 crime, but who wishes to be listed on a provider registry, may apply for a general exception of the exclusion.

- Apply for a General Exception by completing the IHSS Applicant Provider Request for General Exception (SOC 863) form.
- You will be required to provide backup documentation, e.g., employment history, personal references, etc., to support your request for a general exception.

If you have been disqualified based on a Tier 1 or Tier 2 conviction, you may request a copy of your criminal offender record information (CORI) from the county. Please be advised that the CORI can ONLY be used for this enrollment process.

If the information on your criminal background is incorrect, you can dispute the information through the DOJ record review process.

The DOJ record review process includes submitting fingerprints, paying a processing fee and following the instructions found on the DOJ website at <http://ag.ca.gov/fingerprints/security.php>. If there is criminal information on your record, a Claim of Alleged Inaccuracy or Incompleteness (FORM BCII 8706) will be included along with the response.

STEP 3. Go to an IHSS Program Provider Orientation given by the county.

- The County IHSS Office or Public Authority will tell you when and where you can attend an orientation session.
- The orientation will give you important information about the IHSS Program and the rules and requirements for you to follow as a provider.

STEP 4. At the end of the Provider Orientation session, sign an IHSS Program Provider Enrollment Agreement (SOC 846).

- By signing the SOC 846, you are saying that you understand and agree to the rules and requirements for being a provider in the IHSS Program.

You should maintain copies of all documents you submitted and any that you received from the county for your records.

Once you have successfully completed these four (4) steps and you have been approved by the county or Public Authority to be an IHSS provider, as long as you are an active provider and your criminal background check remains clear, you will continue to be eligible to provide services for any IHSS recipient.

If you have any questions about these provider enrollment requirements, contact your County IHSS Office or IHSS Public Authority.

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
--	-----------------------	------

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 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



CDSS

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

EXHIBIT K



ARNOLD SCHWARZENEGGER
GOVERNOR

REASON FOR THIS TRANSMITTAL

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

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.

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 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.

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)**Replace(s) page(s)**69 through 74
78 through 8369 through 74
78 through 83

Attachments

NH

THIS PAGE IS INTENTIONALLY LEFT BLANK

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.

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.

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.

HANDBOOK ENDS HERE

- (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.

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]).

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.

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.

HANDBOOK BEGINS HERE

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

HANDBOOK ENDS HERE

.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.

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.

HANDBOOK ENDS HERE

- .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.

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.

HANDBOOK ENDS HERE

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

HANDBOOK BEGINS HERE

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

HANDBOOK ENDS HERE

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

30-760	RESPONSIBILITIES	30-760
---------------	-------------------------	---------------

.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.

30-761

NEEDS ASSESSMENT STANDARDS (Continued)

30-761

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

- .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

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)**

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

RECONCILIATION REPORT

Recipient Name	Recipient Number	Service Month	Authorized Hours	Total Unserved Hours	Net Served Hours	Telephony Served Hours	Non Billable Hours Served	Billed Hours	Billed Amount	Share of Cost	Net Billed
	#0182811	Mar-11	35.60	0.08	35.52	35.52	0.02	35.50	\$599.24	\$0.00	\$599.24
	#8508384	Mar-11	50.30	10.80	39.50	39.50	0.00	39.50	\$666.76	\$0.00	\$666.76
	#2441272	Mar-11	48.60	17.40	31.20	31.20	4.00	31.20	\$526.66	\$0.00	\$526.66
	#2422827	Mar-11	15.70	1.90	13.80	13.80	0.00	13.80	\$232.94	\$0.00	\$232.94
	#2184757	Mar-11	121.60	0.00	121.60	121.60	1.10	120.50	\$2,034.04	\$0.00	\$2,034.04
	#7720295	Mar-11	125.60	0.00	211.90	222.40	96.80	125.60	\$2,120.13	\$0.00	\$2,120.13
	#5883111	Mar-11	54.20	7.42	46.78	56.78	10.08	46.70	\$788.30	\$0.00	\$788.30
	#2261944	Mar-11	79.90	0.00	83.90	83.90	4.00	79.90	\$1,348.71	\$0.00	\$1,348.71
	#5024146	Mar-11	65.10	0.00	68.37	68.37	3.27	65.10	\$1,098.89	\$0.00	\$1,098.89
	#2047806	Mar-11	89.50	5.00	84.50	84.50	0.10	84.40	\$1,424.67	\$0.00	\$1,424.67
	#2403066	Mar-11	53.60	5.38	48.22	48.22	0.02	48.20	\$813.62	\$0.00	\$813.62
	#2342731	Mar-11	25.90	5.00	20.90	20.90	0.00	20.90	\$352.79	\$0.00	\$352.79
	#1634331	Mar-11	33.90	13.40	20.50	44.92	24.42	20.50	\$346.04	\$0.00	\$346.04
	#2194582	Mar-11	37.90	2.90	35.00	35.00	0.00	35.00	\$590.80	\$0.00	\$590.80
	#4744660	Mar-11	36.70	0.43	36.27	36.27	0.07	36.20	\$611.06	\$0.00	\$611.06
	#5165907	Mar-11	75.60	0.00	76.02	76.02	0.42	75.60	\$1,276.13	\$0.00	\$1,276.13
	#0582143	Mar-11	142.80	0.00	146.67	146.67	3.87	142.80	\$2,410.46	\$0.00	\$2,410.46
	#1131197	Mar-11	33.30	0.00	35.43	35.43	2.13	33.30	\$562.10	\$0.00	\$562.10
	#1211940	Feb-11	95.40	5.40	90.00	90.00	0.00	90.00	\$1,519.20	\$0.00	\$1,519.20
	#1211940	Mar-11	95.40	0.00	103.63	103.63	8.23	95.40	\$1,610.35	\$0.00	\$1,610.35
	#1789809	Mar-11	102.30	3.00	99.30	99.30	0.10	99.20	\$1,674.50	\$0.00	\$1,674.50
	#2505688	Mar-11	15.20	0.18	15.02	15.02	0.02	15.00	\$253.20	\$0.00	\$253.20
	#1250497	Mar-11	77.60	26.70	50.90	50.90	0.10	50.80	\$857.50	\$0.00	\$857.50
	#7208671	Mar-11	46.40	1.40	45.00	48.67	3.67	45.00	\$759.60	\$0.00	\$759.60
	#7777238	Mar-11	46.80	0.52	46.28	56.40	10.20	46.20	\$779.86	\$0.00	\$779.86
	#1250039	Mar-11	106.50	26.20	80.30	82.30	2.10	80.20	\$1,353.78	\$0.00	\$1,353.78
	#4888368	Mar-11	121.60	29.07	92.53	92.53	0.03	92.50	\$1,561.40	\$0.00	\$1,561.40
	#0033390	Mar-11	32.00	7.25	24.75	24.75	0.05	24.70	\$416.94	\$0.00	\$416.94
	#2410947	Mar-11	34.10	3.63	30.47	30.47	0.07	30.40	\$513.15	\$0.00	\$513.15
	#4129946	Mar-11	150.10	3.95	146.15	146.15	0.05	146.10	\$2,466.17	\$0.00	\$2,466.17
	#1117647	Mar-11	48.70	22.70	26.00	26.00	0.00	26.00	\$438.88	\$0.00	\$438.88
	#3394129	Mar-11	54.30	0.22	54.08	54.08	0.08	54.00	\$911.52	\$0.00	\$911.52
	#2499296	Mar-11	78.70	63.65	15.05	17.05	2.05	15.00	\$253.20	\$0.00	\$253.20
	#1445738	Mar-11	128.40	0.12	128.28	128.28	0.08	128.20	\$2,164.02	\$0.00	\$2,164.02
	#2399058	Mar-11	53.10	0.00	56.10	56.10	3.00	53.10	\$896.33	\$0.00	\$896.33



ACKNOWLEDGEMENT OF SERVICE

Period From: _____ Through: _____

Client No. _____

Employee No. _____

Client Name: _____

Home Care Aid/Employee Name: _____

Nombre del Cliente: _____

Nombre del Proveedor/Empleado _____

By signing this document, client acknowledges that in home supportive services were provided during the period identified above. All payroll and service plan detail information is auditable and verifiable through the electronic timekeeping system.

Service Period Information - Client signature required for each day of service

Date (MM/DD/YY)	Day of Week	Client Signature

DATE	_____	AMOUNT OF PURCHASE	\$	_____
AMOUNT RECEIVED	\$	_____	AMOUNT RETURNED	\$
CLIENT SIGNATURE	_____	CLIENT SIGNATURE	X	_____
PROVIDER SIGNATURE	_____	PROVIDER SIGNATURE	X	_____
DATE	_____	AMOUNT OF PURCHASE	\$	_____
AMOUNT RECEIVED	\$	_____	AMOUNT RETURNED	\$
CLIENT SIGNATURE	_____	CLIENT SIGNATURE	X	_____
PROVIDER SIGNATURE	_____	PROVIDER SIGNATURE	X	_____
DATE	_____	AMOUNT OF PURCHASE	\$	_____
AMOUNT RECEIVED	_____	AMOUNT RETURNED	\$	_____
CLIENT SIGNATURE	_____	CLIENT SIGNATURE	X	_____
PROVIDER SIGNATURE	_____	PROVIDER SIGNATURE	X	_____

Employee Signature: _____ Date: _____

By signing this document, employee acknowledges that in home supportive services were provided during the period identified above. All payroll and service plan detail information is auditable and verifiable through the electronic timekeeping system.

HIPAA Business Associated Agreement

Between the County of Riverside and

Addus HealthCare, Inc.

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 or 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 of 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

M. J. Henry

Title

President & CEO

Date

5/24/11

IHSS GEOGRAPHIC SERVICE AREAS

CITY	POSTAL CODES
NORTH COUNTY AREA #1	
Beaumont/ Cherry Valley	92223
Calimesa	92320
Colton	92324
Corona	92879, 92880, 92881, 92882,92883
March Air Force Base	92518
Mira Loma	91752
Moreno Valley	92551, 92552,92553,92554, 92555, 92556, 92557
Norco	92860
Nuevo/Lake View	92567 (Is this North or South?)
Yucaipa/ Oak Glen	92399
Perris	92570,92571,92572
Riverside	92501,92502, 92503, 92504, 92505, 92506, 92507,92508, 92509, 92521
Seely	92273

CITY	POSTAL CODES
SOUTH COUNTY AREA #2	
Aguanga	92536
Anza	92539
Fallbrook	92028
Hemet	92543, 92544, 92545
Homeland	92548
Idyllwild	92549
Lake Elsinore	92530, 92531, 92532
Menifee	92584
Mountain Center	92561
Murrieta	92562, 92563
Sun City	92585, 92586, 92587
San Jacinto	92581, 92582, 92583
Temecula	92590, 92591, 92592, 92593
Wildomar	92595
Winchester	92596

CITY	POSTAL CODES
EAST COUNTY AREA #3	
Banning	92220
Blythe	92225
Cabazon	92230
Cathedral City	92234, 92235
Coachella	92236
Desert Center	92239
Desert Hot Springs	92240, 92241
Indian Wells	92210
Indio	92201, 92202, 92203
La Quinta	92253
Mecca	92254
Palm Desert	92255, 92211, 92260, 92261
Palm Springs	92258, 92262, 92263, 92264
Rancho Mirage	92270
Thermal	92274
Thousand Palms	92276
Whitewater	92282