

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

935



**FROM:** Office on Aging

**SUBMITTAL DATE:**  
May 14, 2012

**SUBJECT:** One-Year Contract Agreement with the California Department of Aging (CDA) and the Office on Aging to implement the Multi-Purpose Senior Services Program (MSSP) MS-1213-24 for Fiscal Year 12-13.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve the attached Contract MS-1213-24 (7/1/2012 – 6/30/2013) from the California Department of Aging;
- 2) Authorize the Chairman of the Board to sign the agreement;
- 3) Direct the Clerk of the Board to retain one original copy and return three (3) original copies of the contract to the Office on Aging for further processing.

**BACKGROUND:** Background begins on Page 2.

*Hilary F. Clarke for Edward Walsh*  
Hilary Clarke, Deputy Director for Edward F. Walsh, Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$1,062,680	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	12-13

<b>SOURCE OF FUNDS:</b> FEDERAL 50%; STATE 50%	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY: *Lani Sioson*  
County Executive Office Signature

FORMAL REVIEW UNIT COUNSEL  
 BY: NEAL R. KIPNIS DATE: 5/14/12  
 Department of California: SAMUEL WONG  
 FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Samuel Wong 5/14/12

Consent  
 Policy  
 Consent  
 Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit 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 5, 2012  
**xc:** Office on Aging, Auditor

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

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

**Prev. Agn. Ref.:** | **District:** ALL | **Agenda Number:**

**3.47**

May 14, 2012

Page 2

**SUBJECT:** One-Year Contract Agreement with the California Department of Aging (CDA) and the Office on Aging to implement the Multi-Purpose Senior Services Program (MSSP) MS-1213-24 for Fiscal Year 12-13.

The California Department of Aging has awarded a contract to the Riverside County Office on Aging to continue to provide care management services to Medi-Cal beneficiaries who are at risk of being placed out of their homes due to increasing frailty.

This performance-based contract can serve up to 248 clients monthly from 7/1/12 through 6/30/13. Since the program's inception in 1999, MSSP has assisted frail older persons (65 years and older) to avoid inappropriate or premature placement in nursing facilities and to foster independent living in their own communities.

These funds have been processed through the countywide budgeting process and will be formally approved once the FY 12/13 budget is adopted by the Board of Supervisors.

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

STATE OF CALIFORNIA }  
BOARD OF SUPERVISORS } §  
COUNTY OF RIVERSIDE }


I, April Eckles, Deputy Clerk of the Board for the County of Riverside, do hereby certify that the foregoing is a full, true and correct copy of Standard Agreement No. MS-1213-24, approved by the Board of Supervisors at a regular meeting duly held and convened on June 5, 2012, at which meeting a quorum of said Board was present and acting throughout.

Furthermore, I hereby certify that according to provisions of Government Code Section 25103, a copy of Standard Agreement No. MS-1213-24 was delivered to the Chairman of the Board, John Tavaglione.

Dated this 5th day of June, 2012

WITNESS my hand and official seal

Kecia Harper-Ihem, Clerk of the Board

By  \_\_\_\_\_  
Deputy

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# RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on June 5, 2012, that John Tavaglione, the Chairman of this Board is authorized and directed to execute on behalf of said County the State of California Standard Agreement No. MS-1213-24 between the Riverside County and California Department of Aging (CDA) providing for: Multi-Purpose Senior Services Program (MSSP).

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM,  
Clerk of the Board

BY:   
Deputy Clerk

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

AGREEMENT NUMBER

MS-1213-24

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

COUNTY OF RIVERSIDE, OFFICE ON AGING

2. The term of this Agreement is: July 1, 2012 Through June 30, 2013

3. The maximum amount of this Agreement is: \$ 1,062,680.00 One million, sixty-two thousand, six hundred eighty dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work 10 page(s)

Exhibit B - Budget Detail and Payment Provisions 7 page(s)

Exhibit C\* - General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit - D\* Special Terms and Conditions

Exhibit E - Zipcodes

AGING-MS-412

1 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF RIVERSIDE, OFFICE ON AGING

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

JOHN TAVAGUIONE CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

6296 RIVERCREST DRIVE, Suite K RIVERSIDE CA 92507

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

Exempt per:

FORM APPROVED COUNTY CLERK BY: NEAL R. KIPNISI DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]

DEPUTY

3.47

JUN 05 2012

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**MS-1213-24**

REGISTRATION NUMBER

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California Department of Aging

CONTRACTOR'S NAME

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1 page(s)

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COUNTY OF RIVERSIDE, OFFICE ON AGING

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS**

ADDRESS

6296 RIVERCREST DRIVE, Suite K RIVERSIDE CA 92507

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

FORM APPROVED COUNTY COUNSEL BY NEAL R. KIPNIS DATE

California Department of General Services Use Only

Exempt per:

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]

DEPUTY

3.47 JUN 05 2012

AGREEMENT NUMBER <b>MS-1213-24</b>
REGISTRATION NUMBER

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CONTRACTOR'S NAME COUNTY OF RIVERSIDE, OFFICE ON AGING

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Exhibit B – Budget Detail and Payment Provisions	7 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	
<input checked="" type="checkbox"/> Exhibit - D* Special Terms and Conditions	AGING-MS-412
Exhibit E – Zipcodes	1 page(s)

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CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF RIVERSIDE, OFFICE ON AGING	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS	
ADDRESS 6296 RIVERCREST DRIVE, Suite K RIVERSIDE CA 92507	

STATE OF CALIFORNIA	
AGENCY NAME California Department of Aging	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Rachel de la Cruz, Manager, Contracts and Business Services	
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834	

California Department of General Services Use Only
<input type="checkbox"/> Exempt per:

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

3.47 JUN 05 2012

AGREEMENT NUMBER <b>MS-1213-24</b>
REGISTRATION NUMBER

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

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

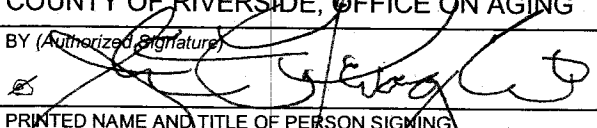
July 1, 2012
Through June 30, 2013
- The maximum amount of this Agreement is:
 

<b>\$ 1,062,680.00</b>
One million, sixty-two thousand, six hundred eighty dollars
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
 


Exhibit A – Scope of Work	10 page(s)
Exhibit B – Budget Detail and Payment Provisions	7 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	
<input checked="" type="checkbox"/> Exhibit - D* Special Terms and Conditions	AGING-MS-412
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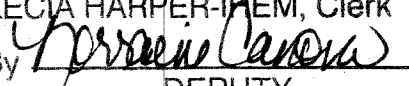
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF RIVERSIDE, OFFICE ON AGING	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JOHN TAVAGLIONE</b> <b>CHAIRMAN, BOARD OF SUPERVISORS</b>	
ADDRESS 6296 RIVERCREST DRIVE, Suite K RIVERSIDE CA 92507	

<b>California Department of General Services Use Only</b>	
<input type="checkbox"/> Exempt per:	

FORM APPROVED COUNTY COUNSEL  
BY:  MARSHALL VICTOR  
DATE: 5/23/12

STATE OF CALIFORNIA	
AGENCY NAME California Department of Aging	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Rachel de la Cruz, Manager, Contracts and Business Services	
ADDRESS 1300 National Drive, Suite 200, Sacramento CA. 95834	

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By   
 DEPUTY

3.47 JUN 05 2012





COUNTY OF  
**Riverside**  
HUMAN RESOURCES  
**Winner IPMA Award for Excellence**

*Risk Management Division*

Post Office Box 1210, Riverside, CA 92502-1210  
(951) 955-3540 Fax (951) 955-5855

**BARBARA A. OLIVIER, SPHR**

*Asst. County Executive Officer/  
Human Resources Director*

**SHAWN ATIN**

*Asst. Human Resources Director*

May 16, 2012

**California Department of Aging**  
1300 National Drive, Suite 200  
Sacramento, CA 95834  
Attention: Don Fingado & Rachel de la Cruz

**Re: State of California, Department of Aging Contract Numbers MS-1213-24, TV-1213-21,  
HI-1213-21 and AP-1213-21.**

The County of Riverside is self-insured under the State of California Government Code Section 990.4.

The County meets all State requirements for self-insured and complies with all State of California rules and regulations for self-insured entities.

The County of Riverside maintains an adequate reserve for claims; the County is also audited annually by an independent firm.

Please do not hesitate to contact me at your convenience if you have any additional questions and/or concerns regarding this matter.

Best regards,

Jeffrey L. Hunter  
Senior Risk Management Analyst

JLH/jf

Exhibit A – Scope of Work

**SCOPE OF WORK**

1. Contractor agrees to provide to the California Department of Aging services under Agreement Number MS-1213-24 in accordance with this Agreement. The number of client months under this Agreement is 3,708.
2. The services shall be performed in catchment areas as described in Exhibit E.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: COUNTY OF RIVERSIDE, OFFICE ON AGING
Name: Mary Sibbett	Name: Vikki Neugebauer, Site Director
Phone (916) 419-7551	Phone: (951) 867-3800
Fax: (916) 928-2508	Fax: (951) 867-3840

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: COUNTY OF RIVERSIDE, OFFICE ON AGING
Section/Unit: Business Services and Contracts	Section/Unit: Administration
Attention: Don Fingado	Attention: Vikki Neugebauer
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 6296 Rivercrest Drive, Suite K Riverside CA 92507
Phone: (916) 419-7157	Phone: (951) 867-3800
Fax: (916) 928-2500	Fax: (951) 867-3840

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

**ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW**

The MSSP is a Medi-Cal waiver program authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act. The primary objectives of the Multipurpose Senior Services Program (MSSP) are to:

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

CDA contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP client population in the catchment area identified in Exhibit E of this Agreement. Individuals eligible for MSSP must be age 65 or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code for MSSP as described in the Multipurpose Senior Services Program Medi-Cal Aid Codes, Exhibit D, of this Agreement; be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's fiscal intermediary, Affiliated Computer Services, Inc. (ACS).

**ARTICLE III. MSSP PROGRAM OPERATIONS**

The Contractor shall be responsible for all care management obligations including processing client applications, determining eligibility, conducting assessments, developing care plans, case recording and documentation, and providing follow-up. The Contractor shall directly provide or arrange for the continuous availability and accessibility of all services identified in each client's care plan. The Contractor shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, the Contractor shall incorporate the following components into the scope of operations:

**A. Care Management Team**

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to their assigned CDA analyst a copy of the organization chart within 30 days of the execution of this Agreement.
2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

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

- a. Adult Day Support Center (ADSC) and Adult Day Care (ADC)
- b. Housing Assistance
- c. Supplemental Personal Care Services
- d. Care Management
- e. Respite Care
- f. Transportation
- g. Meal Services
- h. Protective Services
- i. Special Communications

**D. Case Files**

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

- 1. Application Form
- 2. MSSP Authorization for Use and Disclosure of Protected Health Information Form
- 3. Client Enrollment/Termination Information Form
- 4. Certification/Recertification Form (LOC)
- 5. Initial health and psychosocial assessments and reassessments and most recent reassessment
- 6. Summaries, Care Plan, and Service Planning and Utilization Summary (SPUS)
- 7. Client progress notes and other client-related information (e.g., correspondence, medical/psychological/social records)
- 8. Denial or discontinuance letters (Notice of Action)
- 9. Termination Forms
- 10. Fair Hearing documentation

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

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

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

ARTICLE III. MSSP PROGRAM OPERATIONS (Cont)

2. "Unduplicated client count" is defined as the total number of clients served for the fiscal year at the close of business on the last day of the fiscal year. A client is only counted once, even if the client terminates and re-enrolls during the fiscal year

G. Bilingual and Linguistic Program Services

1. Needs Assessment

- a. The Contractor shall compile a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals (22 CCR 98310, 98314).

The group-needs assessment shall take into account the following four factors:

- (1) Number or proportion of limited English-speaking persons (LEP) eligible to be served or encountered by the program
- (2) Frequency with which LEPs come in contact with the program
- (3) Nature and importance of the services provided
- (4) Local or frequently used resources available to the Contractor

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

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - (1) Methodologies used
  - (2) The linguistic and cultural needs of non-English or LEP groups
  - (3) Services proposed to address the needs identified and a timeline for implementation (22 CCR 98310)
- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

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

**3. Compliance Monitoring**

- a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (22 CCR 98310)
- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (22 CCR 98310)
- c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (22 CCR 98314)

**4. Notice to Eligible Beneficiaries of Contracted Services**

- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (22 CCR 98325)
- b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 et seq. (22 CCR 98326)
- c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (22 CCR 98211, 98310, 98340)

**H. Emergency Preparedness**

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of clients they are charged to serve during medical or natural disasters: a pandemic; earthquake; fire; flood; or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.
2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support clients in the event of natural disasters or other public emergencies.

**Scope of Work – Exhibit A**  
**Multipurpose Senior Services Program**

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

4. "Catchment Area", defining the region to be served under this Agreement, is attached hereto as part of Exhibit E and is incorporated by reference.
5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontractor/vendor agreements.
6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Chief within 35 days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

Budget Detail and Payment Provisions – Exhibit B  
Multipurpose Senior Service Program

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment, the Contractor shall prepare and submit electronic claims through DHCS' fiscal intermediary, Affiliated Computer Services, Inc. (ACS), as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
1. The Contractor shall submit claims to ACS based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code
  2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices
- C. Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.
- D. Advance Payments
- CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 and Section 11019 of the Government Code for private nonprofit entities, subject to the following conditions:
1. Upon approval of this one-year Agreement, the Contractor may request an advance payment not to exceed 25 percent of the total Contract amount. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and this Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA
  2. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, DHCS or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request
  3. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.



Budget Detail and Payment Provisions – Exhibit B  
Multipurpose Senior Service Program

ARTICLE II. FUNDS (Continued)

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure when DHCS or CDA determine: costs are not in compliance with this Agreement; are unrelated or inappropriate to contract activities; inadequate supporting documentation is presented; prior approval was required but was either not requested or not granted.
  4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.
  5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.
- B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be kept in accordance with Generally Accepted Accounting Principles and Procedures.
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
1. The Contractor or subcontractor may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CFR 92.22(l)] for administrative expenses.
  2. Non-profits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.
    - a. The recipients receive less than \$120,000 in federal awards per year.

Budget Detail and Payment Provisions – Exhibit B  
Multipurpose Senior Service Program


ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

- E. "Line Item Budget," includes the detail of budget line item information filed and recorded with CDA's program contact. Indirect costs shall not exceed 15 percent of direct salaries plus benefits.
- F. The Contractor must obtain prior written approval from CDA to transfer funds between the care management and care management support categories if the amount is greater than 5 percent. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- G. The contractor must obtain prior written approval from CDA to transfer funds out of the waiver service category.
- H. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

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

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

Legal Site Name	County of Riverside, Office on Aging			Site Number	24	Date Submitted to CDA-MSSP	12-Mar-12
Fiscal Year 2012-2013 ((29)+[62]+[63])							
<b>A. Care Management</b>							
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
1	SWCM	Ruffner	\$65,408	0.000%	1.000	\$65,408	
2	SWCM	Dawson	\$65,408	0.000%	1.000	\$65,408	
3	SWCM	Mopera	\$65,408	0.000%	1.000	\$65,408	
4	SWCM	Rodriguez	\$65,408	0.000%	1.000	\$65,408	
5	SWCM	Ortiz	\$65,408	0.000%	0.900	\$58,867	
6	NCM	Alegado-Payne	\$70,162	0.000%	0.750	\$52,622	
7	NCM	Luong	\$61,382	0.000%	0.500	\$30,691	
8			\$0	0.000%	1.000	\$0	
9			\$0	0.000%	1.000	\$0	
10			\$0	0.000%	1.000	\$0	
11			\$0	0.000%	1.000	\$0	
12			\$0	0.000%	1.000	\$0	
13			\$0	0.000%	1.000	\$0	
14			\$0	0.000%	1.000	\$0	
15			\$0	0.000%	1.000	\$0	
16			\$0	0.000%	1.000	\$0	
17			\$0	0.000%	1.000	\$0	
18			\$0	0.000%	1.000	\$0	
19			\$0	0.000%	1.000	\$0	
20			\$0	0.000%	1.000	\$0	
21			\$0	0.000%	1.000	\$0	
22			\$0	0.000%	1.000	\$0	
23			\$0	0.000%	1.000	\$0	
24			\$0	0.000%	1.000	\$0	
25			\$0	0.000%	1.000	\$0	
26	Subtotal Care Management Salaries						\$403,812
27	Care Management Benefits						\$185,720
28							
29	<b>Total Care Management</b>				% Budget	55%	\$589,532
<b>B. Care Management Support/Administration</b>							
<b>Salaries</b>							
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
30	Site Director	Neugebauer	\$75,951	0.000%	0.050	\$3,798	
31	SCM	Andre	\$74,144	0.000%	0.650	\$48,194	
32	Admin Services Analyst	Perry	\$56,483	0.000%	0.100	\$5,648	
33	Office Assistant	Villegas-Ferguson	\$34,781	0.000%	0.250	\$8,695	
34	Accounting Technician	Brooks	\$50,789	0.000%	0.500	\$25,395	
35	Services Assistant	Suiter	\$36,678	0.000%	0.500	\$18,339	
36			\$0	0.000%	1.000	\$0	
37			\$0	0.000%	1.000	\$0	
38			\$0	0.000%	1.000	\$0	
39			\$0	0.000%	1.000	\$0	
40			\$0	0.000%	1.000	\$0	
41			\$0	0.000%	1.000	\$0	
42	Subtotal CMS/Administration Salaries						\$110,068
43	CMS/Administration Benefits						\$57,356
44							
45	Total CMS/Administration Salaries						\$167,424
<b>Operating Costs</b>							
46	Communications, Postage, Reprographics						\$19,093
47	Consultation, Professional Services						\$0
48	Equipment Cost equal to or greater than \$500 per Unit						\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies						\$9,801
50	Facility, Rent & Operations	Unit Cost per Square Feet/Month	Square Feet	Utilities			
		\$1.70	3248.00	\$5,525.00			
51	Insurance						\$2,518
52	Library Purchases, Membership Dues, Subscriptions						\$0
53	Recruitment Costs						\$0
54	Temporary Help						\$0
55	Training without Associated Travel Costs						\$0
56	Travel						\$6,493
57	Indirect Costs (Indirect Costs/Base) - 15% maximum						2% \$15,775
58	Base = Salaries & Benefits ((29)+[45])						\$756,956
59							\$0
60							\$0
61	Total CMS/Administration Operating Costs						\$125,464
62	<b>Total CMS/Admin ((45)+[61])</b>				% Budget	28%	\$292,888
<b>C. Waived Services</b>							
63	<b>Total Waived Services</b>				% Budget	17%	\$180,260
<b>D. Total Budget Amounts</b>							
64	<b>Fiscal Year 2012-2013 ((29)+[62]+[63])</b>						\$1,062,680
By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.							
Full Name		Title		Date	Check box to indicate agreement with information provided in report.		
Vilki Neugebauer		MSSP Site Director		March 12, 2012	<input checked="" type="checkbox"/>		
For CDA Use Only		Approved by: 		3-27-12	Date		
		Analyst Signature					

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

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