

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

219



FROM: Department of Public Social Services

SUBMITTAL DATE:
June 19, 2012

SUBJECT: Contract with In-Home Supportive Services Public Authority for Provider Eligibility Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreement # AS-02461 with the In-Home Supportive Services Public Authority (IHSS PA) for the period 7/1/12 through 6/30/13, which contains automatic renewals for additional one-year periods, for an amount not to exceed \$162,350 annually;
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, 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:	\$ 162,350	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

SOURCE OF FUNDS:			Positions To Be Deleted Per A-30	<input type="checkbox"/>
Federal Funding: 50%; State Funding: 50%; County Funding: 0%; Realignment Funding: 0%; Other Funding: 0%			Requires 4/5 Vote	<input type="checkbox"/>

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

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: June 19, 2012
xc: DPSS, Purchasing, IHSS

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

Comp. Item 7.1

Prev. Agn. Ref.: 5/25/10 (#3.37) | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.41

FORM APPROVED COUNTY COUNSEL
BY: *Elena M. Boeva* 5-21-12
ELENA M. BOEVA
Purchasing: *Mark Seller*
Departmental Concurrence

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

TO: BOARD OF SUPERVISORS

Date: 6/19/12

Page: 2

RE: Contract with In-Home Supportive Services Public Authority for Provider Eligibility Services

BACKGROUND:

In recognition of the role of the State of California in protecting the safety and promoting the well-being of the most vulnerable residents/recipients of In Home Supportive Services, the California Legislature passed Assembly Bill X4 No. 19 that established new requirements for program providers and recipients.

This contract is an update to the existing agreement which will more clearly define the roles to be performed by the County and the In Home Supportive Services – Public Authority in the ongoing administration of ABX4 No. 19.

A strong partnership between the Riverside County In-Home Supportive Services Program (IHSS) and the Riverside County In-Home Supportive Services Public Authority (PA) ensures compliance with statutory requirements. This partnership achieves the goal of timely approval or denial of provider eligibility, assuring that recipients of IHSS services will remain safe in their own homes.

The combined duties of IHSS and the PA include tracking provider eligibility and compliance with the regulations, providing supplies for orientation trainings, identifying, securing, and scheduling locations for orientations, providing a toll free number for scheduling orientation, receiving and recording subsequent arrest report information, and sharing all pertinent state communications and instructions.

The PA also provides a Registry orientation for all Registry providers, provides access to training for providers and may perform additional duties which the County determines are appropriate.

FINANCIAL: Funds for this agreement were budgeted through the normal county budgeting process.

ATTACHMENT: Agreement #AS-02461

CONCUR/EXECUTE: Purchasing and Fleet Services

SL:PR:clh

original 1/4

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

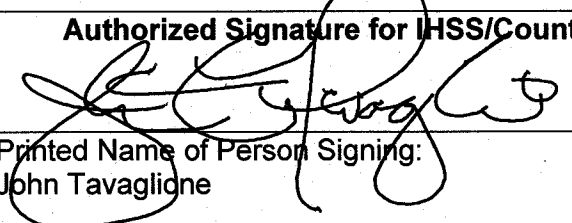
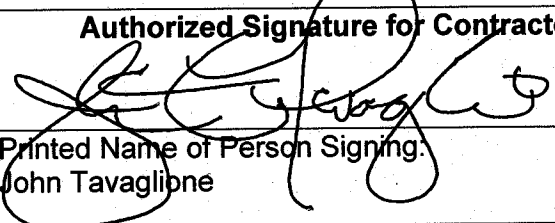
SERVICES CONTRACT: AS-02461
CONTRACTOR: Riverside County In-Home Supportive Services Public Authority
CONTRACT TERM: Perpetual
MAXIMUM REIMBURSABLE AMOUNT: \$162,350


WHEREAS, the Department of Public Social Services In-Home Supportive Services (IHSS) desires to secure services to fulfill requirements of Assembly Bill X4 No. 19;

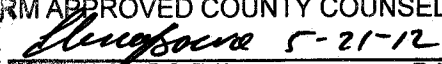
WHEREAS, Riverside County In-Home Supportive Services Public Authority (Contractor) is qualified to supply services to fulfill requirements of Assembly Bill X4 No. 19;

WHEREAS, IHSS desires 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 IHSS and the Contractor;

NOW THEREFORE, IHSS 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 IHSS/County:	Authorized Signature for Contractor:
	
Printed Name of Person Signing: John Tavaglione	Printed Name of Person Signing: John Tavaglione
Title: Chairman of the Board of Supervisors	Title: Chairperson, Board of Directors
Address: 4080 Lemon Street Riverside, CA 92501	Address: 12125 Day Street, Suite S-101 Moreno Valley, CA 92557
Date Signed: 6/19/12	Date Signed: 6/19/12

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  5-21-12
ELENA M. BOEVA

DATE
3.41 JUN 19 2012

TABLE OF CONTENTS

I. DEFINITIONS.....	3
II. IHSS RESPONSIBILITIES.....	3
III. IHSS PUBLIC AUTHORITY RESPONSIBILITIES.....	4
A. SCOPE OF SERVICE.....	4
B. REPORTING.....	5
C. FISCAL.....	5
1. MAXIMUM REIMBURSABLE AMOUNT (MRA).....	5
2. LINE ITEM BUDGET.....	5
3. FISCAL PROVISIONS AND BILLING DOCUMENTATION REQUIREMENTS.....	5
4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT.....	6
5. FINANCIAL RESOURCES.....	6
6. RECORDS, INSPECTIONS AND AUDITS.....	6
7. SUPPLANTATION.....	7
8. DISALLOWANCE.....	7
D. ADMINISTRATIVE.....	8
1. CONFLICT OF INTEREST.....	8
2. CONFIDENTIALITY.....	8
3. EMPLOYMENT PRACTICES.....	8
4. HOLD HARMLESS/INDEMNIFICATION.....	9
5. INSURANCE.....	9
6. LICENSES AND PERMITS.....	11
7. INDEPENDENT CONTRACTOR.....	11
8. ASSIGNMENT.....	12
9. PERSONNEL.....	12
10. SUBCONTRACT FOR SERVICES.....	12
11. CHILD ABUSE REPORTING.....	13
12. ADULT AND ELDER ABUSE REPORTING.....	13
13. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES.....	13
14. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA).....	14
IV. GENERAL.....	14
A. EFFECTIVE PERIOD.....	14
B. NOTICES.....	14
C. AVAILABILITY OF FUNDING.....	15
D. DISPUTES.....	15
E. SANCTIONS.....	15
F. GOVERNING LAW.....	15
G. MODIFICATION OF TERMS.....	15
H. TERMINATION.....	16
I. ENTIRE CONTRACT.....	16

List of Exhibits

Exhibit A – Case Management, Information and Payrolling System (CMIPS) Confidentiality Statement

Exhibit B – DPSS Form 2076A

Exhibit C – DPSS Form 2076B

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "ASD" refers to Adult Services Division In-Home Supportive Services (IHSS) Program.
- B. "CDSS" refers to the California Department of Social Services which oversees DPSS activities.
- C. "CMIPS" or "Case Management Information and Payroll System" refers to the state system into which provider information is entered for payroll and tracking.
- D. "CORI" refers to Criminal Offender Record Information provided by the DOJ upon submission of finger prints for the purpose of employment.
- E. "DOJ" refers to the California Department of Justice whose repositories are searched during the Live Scan background check process.
- F. "DPSS" refers to the County of Riverside and its Department of Public Social Services, alternatively herein referred to as IHSS or County, which has administrative responsibility for this Contract.
- G. "IHSS-PA" refers to the Riverside County In-Home Supportive Services Public Authority, alternatively herein referred to as PA or Contractor, a separate entity from DPSS.
- H. "Providers" refers to persons paid to provide authorized IHSS services to IHSS clients. The word caregiver may also be used interchangeably.
- I. "Subsequent Arrest Notifications (SANs)" refers to a service provided by the DOJ after a criminal background check has been requested and issued. SANs provide, to authorized hiring agencies, a state summary/record of an arrest for an individual whose finger prints have been submitted for the purpose of employment.

II. IHSS RESPONSIBILITIES

- A. Assign staff to be liaison between IHSS and the Riverside County In-Home Supportive Services Public Authority (PA).
- B. Monitor the performance of the PA to ensure that the terms, conditions and services in this Contract are met. IHSS, 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.
- C. Collaborate with PA as necessary to plan, troubleshoot, and implement statutory mandates related to the duties outlined in this Contract.
- D. Upon proper security request and approval, provide CMIPS access to PA staff for the sole purpose of entering provider background check results and orientation status information.
- E. Follow up with all providers when a discrepancy occurs in the social security number, or other required identification to be deemed eligible by the IHSS program.

F. Reimburse the PA for expenses associated with IHSS provider orientation and enrollment activities, and DOJ background investigations related to Assembly Bill X4 No. 19. Such reimbursement shall include direct expenses associated with wages and benefits, expenses, services, supplies, postage and mailing costs associated with identified provider enrollment, orientations and DOJ background investigation activities, but shall not include any duties already mandated by law as specific PA functions such as:

1. Acting as employer of record for IHSS providers;
2. Assisting consumers in finding IHSS providers through the establishment of a registry;
3. Investigating the qualifications and background of potential IHSS providers listed in the registry (beyond the State mandated DOJ check);
4. Establishing a referral system under which potential IHSS providers are made known to consumers; and/or
5. Providing for training for IHSS providers and consumers.

III. IHSS PUBLIC AUTHORITY RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Assign staff to be liaison between the Riverside County In-Home Supportive Services Public Authority and DPSS.
2. Act as central repository of criminal offender record information (CORI) in a manner consistent with DOJ policies and procedures.
3. Utilize Exhibit A Case Management, Information and Payrolling System (CMIPS) Confidentiality Statement for security request and to obtain approval for CMIPs access in Section II.D. Exhibit A is attached hereto and incorporated herein by this reference.
4. Provide staff necessary to:
 - a. Receive, review and interpret all applicant provider CORIs and determine the respective applicant's eligibility to act as IHSS caregiver based on state guidelines (ACL 11-12, ACL 11-98, ACIN I-04-12)
 - b. Receive, review, and interpret all SANs, and determine the respective provider's eligibility to continue to provide care in the IHSS program.
 - c. Notify IHSS of those providers with incomplete or inconsistent IDs including specific information about the discrepancy and copies of any documents.
 - d. Receive SANs information affecting provider eligibility and update IHSS district offices regarding any change in a provider's background investigation status, as allowed by law and DOJ regulations.
5. Notify DOJ when subsequent arrest/conviction information is no longer needed as directed by ACL 10-05.
6. Provide viewing of a provider's DOJ response when the provider fails the background check and requests to see that item, in accordance with DOJ policy.

7. Maintain all DOJ records in a manner consistent with DOJ policies and procedures, and CDSS policies and procedures such as, but not limited to ACL 10-5 and any related updates.
8. Release information as required for subpoenas, as allowed by law. Release of non-provider, client focus information shall be requested through ASD Administration.
9. Complete IHSS provider orientation and enrollment activities, as requested by ASD Deputy Director.
10. Process Verifications of Employment (VOEs) for providers.
11. Process initial worker's compensation claims for providers and forward claims to the State Compensation Insurance Fund (SCIF).
12. Draft PA-related policies associated with this MOU, and submit to ASD Deputy Director for final review, editing and approval.

B. REPORTING

1. DOJ ACTIVITY

- a. Provide report(s) with DOJ information to IHSS and PA, as necessary, in format(s) to be mutually agreed upon as may be requested in the future by the ASD Deputy Director or designee.

2. AD HOC

- a. Provide other reporting as may be determined necessary and requested by the ASD Deputy Director or designee.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT (MRA)

Total payment under this Contract shall not exceed \$162,350.

2. LINE ITEM BUDGET

Component	Amount
Salaries/Benefits & Equipment	\$162,350
Total	\$162,350

3. FISCAL PROVISIONS AND BILLING DOCUMENTATION REQUIREMENTS

a. IHSS REQUIREMENTS

- i. Reimburse to PA for personnel salary/benefits and equipment (EDP equipment and IT computers) for activities associated with IHSS provider enrollment activities, provider orientations and background investigations outlined in this contract, not to exceed the MRA.

- ii. A quarterly Journal Entry (JE) will be processed within 30 days of each fiscal quarter to reimburse PA for personnel and equipment costs incurred as stated in this contract.

b. IHSS PUBLIC AUTHORITY REQUIREMENTS

- i. IHSS shall execute and submit time studies monthly to IHSS utilizing available time study codes associated with the activities covered under this contract.
- ii. Equipment expenditures paid by PA associated with provider enrollment activities, provider orientations and background investigations outlined in this contract must be submitted to IHSS for reimbursement with an invoice and supportive documentation.

4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. Actual costs for salary/benefits associated with activities as outlined in the contract will be reimbursed to the Contractor through the JE process within 30 days after each quarter.
- b. All claims submitted in a timely manner will be processed within twenty (20) working days of receipt by DPSS-Management reporting Unit. PA shall process and post the Journal entry (JE) and forward to the Auditor-Controller's office for payment within ten (10) working days of DPSS approval of the JE.
- c. When requesting payment, PA shall submit DPSS Forms 2076A (Exhibit B) and 2076B (Exhibit C) following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." Exhibits B and C are attached hereto and incorporated herein by this reference for request of all payments. The approved backup shall be submitted with the claim.
- d. Reimbursement may be delayed if required supporting documentation is not provided in a timely manner.

5. 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.

6. 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.

7. 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.

8. 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-IHSS.

D. ADMINISTRATIVE

1. 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.

2. 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 Contract 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 contract 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.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

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 Contract. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

3. EMPLOYMENT PRACTICES

- a. 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).

- b. 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.
- c. 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. 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.

5. 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).
- 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 it's 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.

6. 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.

7. 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.

8. 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.

9. PERSONNEL

a. Conduct criminal background records checks on all employees, subcontractor, and volunteers providing services under this contract. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A certification of such clearance shall be retained in each individual's personnel file.

b. Alcohol and Drug Use Prohibited

As a material condition of this Contract, the Contractor agrees that the Contractor and its employees, while performing services for IHSS:

- (1). Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2). Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3). 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.
- (4). DPSS may terminate for default or breach of this Contract, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

10. SUBCONTRACT FOR SERVICES

a. The Contractor shall not enter into any subcontract with any subcontractor who:

- i. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

- ii. Has 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;
 - iii. Is 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
 - iv. Has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
 - c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
 - d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and 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.

11. CHILD ABUSE REPORTING

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

12. ADULT AND ELDER ABUSE REPORTING

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

13. 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.

14. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

All social service privacy complaints should be referred to:

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

IV. GENERAL**A. EFFECTIVE PERIOD**

This Contract is effective July 1, 2012 to June 30, 2013 and renews automatically unless terminated as outlined in Section IV.H.

B. NOTICES

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

IHSS: Department of Public Social Services
 Contracts Administration Unit
 P.O. Box 7789
 Riverside, CA 92513

CONTRACTOR: Riverside County In-Home Supportive Services Public Authority
 Executive Director
 12125 Day Street, Suite S-101
 Moreno Valley, CA 92557

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
 Fiscal/Management Reporting Unit
 4060 County Circle Drive
 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. 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.

E. 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, IHSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. IHSS 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 IHSS; 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.

F. 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.

G. MODIFICATION OF TERMS

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 May 1 of any given year.

H. TERMINATION

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

I. ENTIRE CONTRACT

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

**CASE MANAGEMENT, INFORMATION AND PAYROLLING SYSTEM
(CMIPS)**

**STATEMENT OF CONFIDENTIALITY
(Public Authority Staff Using CMIPS only)**

Confidentiality is of the utmost importance. To that end, the undersigned agrees to the following:

1. Maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.
2. 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.
3. Keep all information in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code
4. Refrain from publishing, disclosing, using, permitting, or causing to be published, disclosed, or used, any confidential information pertaining to any provider under this Contract.
5. Acknowledge that deliberately violating these provisions is a misdemeanor.
6. Case Management, Information and Payrolling System (CMIPS) shall be maintained and utilized by the parties in a manner consistent with the confidentiality requirements applicable to the County.

EMPLOYEE SIGNATURE

DATE

EMPLOYEE NAME (PRINT)

CLASSIFICATION

DISTRICT/UNIT

SUPERVISOR SIGNATURE

DATE

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

Remit to Name _____
Address _____
City _____ State _____ Zip Code _____
Contractor Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)
 Unit of Service Payment \$ _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Actual Payment \$ _____
(Same amount as 2076B if needed)
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____
Account (6) _____
Fund (5) _____
Dept ID (10) _____
Program (5) _____
Class (10) _____
Project/Grant (15) _____
Vendor Code (10) _____

Purchase Order # (10) _____ Invoice # _____
Amount Authorized _____
If amount authorized is different from amount request, please explain:

Program (if applicable) _____ Date _____
Management Reporting Unit _____ Date _____
Contracts Administration Unit _____ Date _____
General Accounting Section _____ Date _____

Exhibit B

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.

[see method, time, and schedule/condition of payments].

(Please type or print information on all DPSS Forms.)

DPSS 2076A**CONTRACTOR PAYMENT REQUEST****"Remit to Name"**

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"

Business name, if different than legal name *(if not leave blank)*.

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). **Original Signature needed for payment.**

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDEGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
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List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL MATCH	IN-KIND/CASH			

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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