

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



ITEM  
3.29  
(ID # 4542)

**MEETING DATE:**

Tuesday, June 20, 2017

**FROM :** OFFICE ON AGING:

**SUBJECT:** OFFICE ON AGING: Approval of FY 2017/18 Standard Agreement No. MS-1718-24 between California Department of Aging and the County of Riverside for the Multi-Purpose Senior Services Program administered by the Office on Aging, All Districts. [Total Cost: \$1,062,680] [Source of Funds: Federal 50%, State 50%].

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

1. Approve and authorize the Chair to execute FY 2017/18 Standard Agreement No. MS-1718-24 between California Department of Aging (CDA) and the County of Riverside for the Multi-Purpose Senior Services Program (MSSP) administered by the Office on Aging (OoA) for the period of July 1, 2017 to June 30, 2018 in the amount of \$1,062,680;
2. Authorize the Office on Aging Director to sign amendments and other documents, as approved by County Counsel, related to Standard Agreement No. MS-1718-24 for the duration of the Agreement period of performance; and
3. Direct the Clerk of the Board to return four (4) original Standard Agreements to the Office on Aging for further processing.

**ACTION:** Policy

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: June 20, 2017  
xc: OoA

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 1,062,680	\$1,062,680	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal 50%, State 50%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	17/18

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

**BACKGROUND:**

**Summary**

Annually, the County of Riverside enters into an agreement with the California Department of Aging. Office on Aging administers the funds allocated under this Standard Agreement to continue providing care management services to Medi-Cal beneficiaries who are at risk of being placed out of their homes due to increasing frailty. Individuals age 65 and older, who are eligible for Medi-Cal and at risk for institutionalization, may receive effective case management by a skilled Nurse Care Manager (registered nurse) and Social Work Care Manager. The MSSP care managers communicate, collaborate, and coordinate with the client, family members, medical and mental health providers, as well as other service providers to appropriately meet their needs. The goal is to provide additional support and services that allows the client to continue their independence by remaining at home and reduce the risk of premature or inappropriate institutionalization.

This agreement reflects the current contract from California Department of Aging and could be subject to modifications based on the State's final legislative process. The term of this agreement is 12 months, July 1, 2017 – June 30, 2018.

**Impact on Residents and Businesses**

There is an unprecedented growth of individuals over the age of 65 in the County of Riverside. This performance-based contract serves up to 248 clients. Since the program's inception in 1999, MSSP has assisted frail older adults (65 years and older) to avoid inappropriate or premature placement in nursing or assisted living facilities and to foster independent living in their own communities.

**SUPPLEMENTAL (if needed, OR delete this section):**

**Additional Fiscal Information**

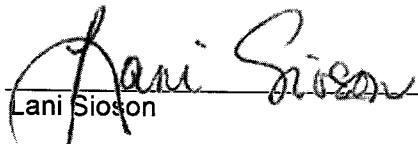
The FY 2017/18 Standard Agreement No. MS-1718-24 between California Department of Aging and the County of Riverside for MSSP is for a total amount of \$1,062,680. Office on Aging included the estimated funding for this program in the FY 2017/18 Recommended Budget; therefore, no budget adjustment is needed.

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

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

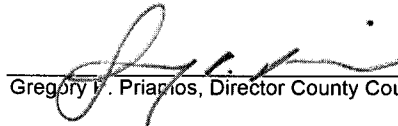
**ATTACHMENTS:**

**ATTACHMENT A. STANDARD AGREEMENT NO. MS-1718-24 BETWEEN CDA AND  
COUNTY OF RIVERSIDE .**



Lani Sioson

6/12/2017



Gregory V. Priamos, Director County Counsel

6/9/2017

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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 Tuesday, June 20, 2017, that John Tavaglione, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. MS-1718-24 between Riverside County and California Department of Aging providing: for the Multi-Purpose Senior Services Program.

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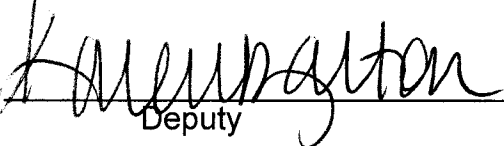
Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None

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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 said Board

By:  Deputy

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

I, Karen Barton, 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-1718-24, approved by the Board of Supervisors at a regular meeting duly held and convened on June 20, 2017, at which meeting a quorum of said Board was present and acting throughout.

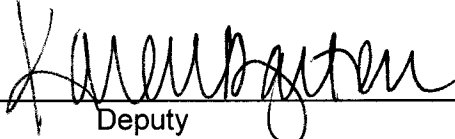
Furthermore, I hereby certify that according to provisions of Government Code Section 25103, a copy of Standard Agreement No. MS-1718-24, was delivered to the Chairman of the Board, John Tavaglione.

Authorize the Office on Aging Director, based on the availability of funding, to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel.

Dated this 20th day of June, 2017

WITNESS my hand and official seal

Kecia Harper-Ihem, Clerk of the Board

By:   
Deputy

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

WHEN DOCUMENT IS FILED IN THE COUNTY RECORDS

CLERK OF COUNTY

Riverside County Office of Aging  
 6296 River Crest Drive, Suite K, Riverside, CA 92507-0738  
 Phone: (951) 517-3100  
 Thank you

MT 4542

AGREEMENT NUMBER

**MS-1718-24**

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

Riverside County Office on Aging

2. The term of this

Agreement is: July 1, 2017 through June 30, 2018

3. The maximum amount

\$1,062,680

of this Agreement is:

One million, sixty-two thousand, six hundred eighty and 00/100 dollars

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

Exhibit A – Scope of Work 10 pages

Exhibit B – Budget Detail and Payment Provisions 9 pages

Exhibit C\* – General Terms and Conditions GTC 04/2017

Exhibit D – Special Terms and Conditions 51 pages

Exhibit E – Catchment Area Zip Codes 1 page

Exhibit F – HIPAA Business Associate Addendum 15 pages

ATTEST:

KECIA HARPER-JHEM, Clerk

BY

*[Signature]*  
 DEPUTY

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

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

**CONTRACTOR**

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

Riverside County Office on Aging

BY (Authorized Signature)

*[Signature]*  
 JOHN TAVAGLIONE

DATE SIGNED (Do not type)

6/20/17

PRINTED NAME AND TITLE OF PERSON SIGNING  
 JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS

6296 River Crest Drive, Suite K, Riverside, CA 92507-0738

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

*[Signature]*

DATE SIGNED (Do not type)

7-26-17

PRINTED NAME AND TITLE OF PERSON SIGNING

Glenn Wallace, Manager, Contracts and Business Services Section

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

FORM APPROVED COUNTY COUNCIL BY NEAL R. KIPNIS

California Department of General Services Use Only

DJG

APPROVED

AUG - 9 2017

OFFICE OF LEGAL SERVICES  
 DEPT. OF GENERAL SERVICES

Exempt per:

*[Signature]*

JUN 20 2017 3.29  
 2017-0-130734

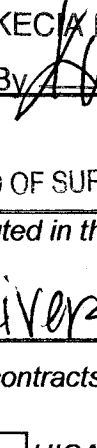
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 2017-0-130034

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		Federal ID Number
Contractor Name (Printed)		FORM APPROVED COUNTY COUNCIL BY: NEAL R. KIPNIS DATE: 6/20/17
By (Authorized Signature)	ATTEST: KECIA HARPER-IHEM, Clerk	
Printed Name and Title of Person Signing	By:  DEPUTY	
JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS		
Date Executed	Executed in the County and State of	
6/20/17	Riverside, CA	
Below indicate all California Department of Aging contracts your organization participates in:		
<input type="checkbox"/> Area Plan (AP)	<input type="checkbox"/> HICAP (HI)	
<input type="checkbox"/> Title V (TV)	<input type="checkbox"/> MIPPA (MI)	
<input type="checkbox"/> SNAP-Ed (SP)	<input type="checkbox"/> Financial Alignment (FA)	
<input type="checkbox"/> MSSP (MS)		

**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

**ARTICLE I. CONTACT INFORMATION**

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number **MS-1718-24**. The number of client months under this Agreement is 2,976.
2. The services shall be performed in the catchment area zip codes listed 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: Riverside County Office on Aging
Name: Fiscal, Data & Planning Manager	Name: Rachelle Roman
Phone (916) 419-7556	Phone: (951) 867-3839
Fax: (916) 928-2510	Fax: (951) 867-3830

Direct all contract inquiries to:

State Agency: California Department of Aging	Contractor: Riverside County Office on Aging
Section/Unit: Business Services and Contracts	Section/Unit: Administration
Attention: Christian Margedant	Attention: Rachelle Roman
Address: 1300 National Drive, Suite 200 Sacramento, CA 95834	Address: 6296 River Crest Drive, Suite K, Riverside, CA, 92507-0738
Phone: (916) 419-7157	Phone: (951) 867-3839
Fax: (916) 928-2500	Fax: (951) 867-3830
Email: Christian.Margedant@aging.ca.gov	Email: rroman@rivco.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

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

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

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

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

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's Medi-Cal Fiscal Intermediary and a PLAN(S) (see definition in Exhibit D, Article I.).

## ARTICLE III. MSSP PROGRAM OPERATIONS

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

### A. Care Management Team

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

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

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

B. Care Plan

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

C. Purchased Waiver Services

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

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

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

3. The Contractor shall maintain written, signed and dated, subcontracts for the following array of Purchased Waiver Services as defined in MSSP Site Manual at all times during the terms of this Agreement:
  - a) Adult Day Support Center (ADSC) and Adult Day Care (ADC)
  - b) Housing Assistance
  - c) Supplemental Personal Care Services
  - d) Care Management
  - e) Respite Care
  - f) Transportation
  - g) Meal Services
  - h) Protective Services
  - i) Special Communications
4. The Contractor shall assure that its subcontractors have the license(s), credentials, qualifications or experience to provide services to the MSSP Participant.
5. The Contractor shall be responsible for coordinating and tracking MSSP Purchased Waiver Services for a MSSP Waiver Participant.
6. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that Waiver Participant inquiries and requests for service(s) receive prompt response.

D. Case Files

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

1. Application for the Multipurpose Senior Services Program
2. MSSP Authorization for Use and Disclosure of Protected Health Information
3. Client Enrollment/Termination Information
4. Level of Care Certification (LOC)
5. MSSP Initial Health Assessment, MSSP Initial Psychosocial Assessment, and MSSP Reassessments

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

E. Management Information Systems (MIS)

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

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



ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

6. Verify all service data within ninety (90) calendar days of the date of service. The Contractor shall submit this data to CDA by the 5<sup>th</sup> calendar day of the following month ninety-five (95) days from the end of the month of services).
7. Submit (Waiver) service claims to the State's Medi-Cal Fiscal Intermediary, per instructions stated in the Medi-Cal Provider Manual.

F. Enrollment Levels

The Contractor shall maintain a monthly active participant count equal to one hundred percent (100%) of its budgeted waiver slots. This is a performance requirement to ensure compliance with the terms and conditions of this Agreement and Waiver requirements. If the Contractor's active participant count falls below ninety-five percent (95%) of the number of budgeted waiver slots for more than three (3) consecutive months, the Contractor shall be required to submit an enrollment plan for review, approval and monitoring by CDA.

"Active Waiver Participant count" is the total number of Waiver Participants served during each month. This will be the number of Waiver Participants enrolled in the MSSP as of the first of the month, plus the number enrolled during the month.

G. Emergency Preparedness

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

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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

H. Other Provisions

1. The Contractor is relieved of all obligations to arrange for and provide services to a Waiver Participant under this Agreement after the Waiver Participant has been terminated from the MSSP and has exhausted his/her appeal rights.
2. The Contractor shall provide a notice of termination to a Waiver Participant prior to terminating the Participant from the MSSP and shall reference the MSSP Site Manual to determine how many days' notice are required based on the type of termination code that is used.
3. The Contractor shall administer a subcontractor appeal and adjudication process. The subcontractor appeal and adjudication process must be included in all subcontracts. This process shall assure fair consideration and disposition of subcontractor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor. The subcontractor has no right of appeal to CDA.
4. The Contractor shall serve participants in the Catchment Area as defined in Exhibit E of this Agreement.
5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontracts.

6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Manager within thirty-five (35) days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

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

A. Management Information Systems (MIS)

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

B. Notice Requirements

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

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

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

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

C. Transition Plan

In the event of termination of this Agreement, the Contractor shall work collaboratively with PLAN(S) to develop a plan to ensure safe transition of Waiver Participants out of MSSP.

D. Enrollment Verification

The Contractor shall verify monthly whether the MSSP Waiver Participant remains eligible for Medi-Cal and in which managed care PLAN(S) the MSSP Waiver Participant is enrolled. The Contractor shall verify PLAN(S) enrollment using the Medi-Cal Eligibility Determination System (MEDS) and/or directly with PLAN(S). This verification should occur prior to submitting monthly claims to PLAN(S) as outlined in Exhibit B, Article V., Section A.

1. Unencrypted Member electronic Protected Health Information (ePHI) sent to entities outside of the contracted PLAN(S) using internet-based services must be secured using virtual private networks (VPN), secure socket layer (SSL), transmission layer security (TLS), secure file transport protocol (SFTP), or other method that can encrypt communications over the public internet; and
2. Removable storage devices used to store ePHI must be encrypted before being sent to entities outside of PLAN(S).

E. Orientation

The Contractor shall provide orientation of MSSP to designated staff of PLAN(S).

F. Referrals

The Contractor shall establish a mechanism to receive referral of Members who are enrolled in the Medi-Cal PLAN(S) for Managed Long-Term Services and Support and are potentially eligible for the MSSP Program.

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

G. Care Coordination

The Contractor shall coordinate and work collaboratively with PLAN(S) on care coordination activities surrounding the MSSP Waiver Participant including, but not limited to, coordination of benefits between PLAN(S) and the Contractor to avoid duplication of services and coordinate Care Management activities particularly at the point of discharge from the MSSP.

H. Encounter Data Submission

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

**Budget Detail and Payment Provisions – Exhibit B  
MS 1718 Contract**

**ARTICLE I. INVOICING AND PAYMENT**

- A. To receive payment under the fee-for-service payment model, the Contractor shall prepare and submit electronic claims through the State's Fiscal Intermediary as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
  - 1. The Contractor shall submit claims to Medi-Cal fiscal intermediary, based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code
  - 2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices
- C. Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

D. Reimbursement for Performance

The Contractor shall be entitled to monthly payment for actual services delivered to the Contractor's monthly active participants. This amount may vary from month to month but total annual payments to the Contractor shall not exceed the amount of the Contractor's total waiver slot budget for the year.

E. Rate Adjustment

Care Management and Care Management Support rates will not be adjusted at any time during the term of the Agreement to compensate a contractor for a service level which falls below the total annual waiver slot budget.

F. Advance Payments

- 1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for Contractors providing services under the fee-for-service payment model. Upon approval of this Agreement, the Contractor may request an advance not to exceed twenty-five percent (25%) of the total contract amount.
- 2. No advance payments shall be authorized for a contractor that has entered into the CCI payment model with a PLAN(S).

**Budget Detail and Payment Provisions – Exhibit B  
MS 1718 Contract**

ARTICLE I. INVOICING AND PAYMENT (Continued)

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

ARTICLE II. FUNDS

A. Expenditure of Funds

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

**Budget Detail and Payment Provisions – Exhibit B**  
**MS 1718 Contract**

ARTICLE II. FUNDS (Continued)

In State:

- Mileage -  
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) –  
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
- <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

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

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure as determined by DHCS or CDA to be out of compliance with this Agreement; unrelated or inappropriate to contract activities; when adequate supporting documentation is not presented; or where prior approval was required but was either not requested or granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.
5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable



**Budget Detail and Payment Provisions – Exhibit B  
MS 1718 Contract**

ARTICLE II. FUNDS (Continued)

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

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

**Budget Detail and Payment Provisions – Exhibit B  
MS 1718 Contract**

ARTICLE II. FUNDS (Continued)

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

ARTICLE III. BUDGET AND BUDGET REVISION

Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

A. Funding Reduction in Subsequent Fiscal Years

- 1. If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:
  - a. Terminate the Contract pursuant to Exhibit D, Article XIII., A
  - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract
- 2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

B. The Contractor shall be reimbursed for expenses only as itemized in the approved Budget, which is attached and hereby incorporated into this Exhibit.

C. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement.

**Budget Detail and Payment Provisions – Exhibit B**  
**MS 1718 Contract**

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

D. The budget shall include the following line items:

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

Other Costs - a detailed list of other operating expenses.

Indirect costs shall not exceed fifteen percent (15%) of direct salaries plus benefits.

- E. The Contractor must obtain prior written approval from CDA to transfer funds between the care management and care management support categories if the transfer amount is equal to or greater than five percent (5%) of either category of the approved budget. This request shall be submitted on a Revised Budget Form. The Contractor must provide justification and supporting documentation for the requested revision.
- F. The Contractor must obtain prior written approval from CDA to transfer any funds out of the Purchased Waiver Service category.
- G. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

**Budget Detail and Payment Provisions – Exhibit B**  
**MS 1718 Contract**

**ARTICLE IV. DEFAULT PROVISIONS**

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

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

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

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

The Contractor shall submit a monthly claim to the PLAN(S) as specified in the MSSP site contract with the Managed Care Plan. The monthly claim shall be for each PLAN Member enrolled in the MSSP as of the first day of the month for which the claim is submitted. The claim shall include at a minimum the following data elements: Member name, Client Identification Number (CIN), and Contractor number.

**Budget Detail and Payment Provisions – Exhibit B**  
**MS 1718 Contract**

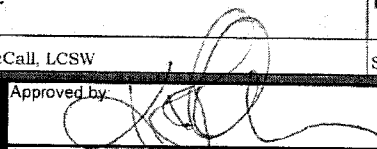
ARTICLE V. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING  
UNDER THE CCI PAYMENT MODEL (Continued)

B. Payment of Claims

1. The Contractor will receive a fixed monthly amount for each PLAN(S) Member receiving MSSP Waiver Services. Such MSSP amount shall be equal to \$357.08 per MSSP Waiver slot allotment in the MSSP Waiver.
2. The Contractor shall accept PLAN(S) monthly payment as payment in full and final satisfaction of PLAN(S) monthly payment obligation for MSSP Waiver Services for each MSSP Waiver Participant enrolled in PLAN(S).
3. The Contractor shall not submit separate claims to different PLAN(S) for the same MSSP Waiver Participant within the same invoice period.

Site Name	County of Riverside, Office on Aging		Site Number	24	Date Submitted to CDA-MSSP	17-Feb-17	
<b>Fiscal Year 2017-18</b>							
<b>A. Care Management</b>							
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
1	Social Work Care Manager	Dawson	\$77,587	0.000%	1.000	\$77,587	
2	Social Work Care Manager	Mopera	\$77,587	0.000%	1.000	\$77,587	
3	Social Work Care Manager	Rodriguez	\$79,075	0.000%	1.000	\$79,075	
4	Social Work Care Manager	Rugala-Persicone	\$67,696	0.000%	0.900	\$60,926	
5	Social Work Care Manager	Gil	\$78,579	0.000%	1.000	\$78,579	
6	Nurse Care Manager	Widby	\$57,935	0.000%	1.000	\$57,935	
7	Nurse Care Manager	Alegado-Payne	\$80,224	0.000%	0.620	\$49,728	
8			\$0	0.000%	0.000	\$0	
9			\$0	0.000%	0.000	\$0	
10			\$0	0.000%	0.000	\$0	
11			\$0	0.000%	0.000	\$0	
12			\$0	0.000%	0.000	\$0	
13			\$0	0.000%	0.000	\$0	
14			\$0	0.000%	0.000	\$0	
15			\$0	0.000%	0.000	\$0	
16			\$0	0.000%	0.000	\$0	
17			\$0	0.000%	0.000	\$0	
18			\$0	0.000%	0.000	\$0	
19			\$0	0.000%	0.000	\$0	
20			\$0	0.000%	0.000	\$0	
21			\$0	0.000%	0.000	\$0	
22			\$0	0.000%	0.000	\$0	
23			\$0	0.000%	0.000	\$0	
24			\$0	0.000%	0.000	\$0	
25			\$0	0.000%	0.000	\$0	
26			\$0	0.000%	0.000	\$0	
27	Subtotal Care Management Salaries						\$481,428
27	Care Management Benefits						\$191,710
28	Total Care Management (CM) FTE 6.52						
29	<b>Total Care Management</b>						
				% Budget	63.34%	\$673,139	
<b>B. Care Management Support/Administration</b>							
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary	
30	Site Director and Supervisor	McCall	\$98,730.00	0.000%	0.500	\$49,365	
31	Office Assistant	Villegas-Ferguson	\$45,864	0.000%	0.500	\$22,932	
32	Accounting Tech	Wheldon	\$50,968	0.000%	1.000	\$50,968	
33			\$0	0.000%	0.000	\$0	
34			\$0	0.000%	0.000	\$0	
35			\$0	0.000%	0.000	\$0	
36			\$0	0.000%	0.000	\$0	
37			\$0	0.000%	0.000	\$0	
38			\$0	0.000%	0.000	\$0	
39			\$0	0.000%	0.000	\$0	
40			\$0	0.000%	0.000	\$0	
41			\$0	0.000%	0.000	\$0	
42			\$0	0.000%	0.000	\$0	
43	Subtotal CMS/Administration Salaries						\$123,265
43	CMS/Administration Benefits						\$57,091
44	Total CMS/Administration FTE 2						
45	Total CMS/Administration Salaries						\$180,356
<b>Operating Costs</b>							
46	Communications, Postage, Internet					\$1,569	
47	Consultation Professional Services						
48	Equipment Cost equal to or greater than \$500 per Unit						
49	Equipment, Maintenance & Rental Costs, Office Supplies					\$636	
50	Facility, Rent & Operations					\$12,000	
51	Insurance					\$5,000	
52	Library Purchases, Membership Dues, Subscriptions					\$2,100	
53	Recruitment Costs					\$0	
54	Temporary Help					\$0	
55	Training without Associated Travel Costs					\$0	
56	Travel					\$3,150	
57	Indirect Costs (Indirect Costs/Base) - 15% maximum				1%	\$4,500	
58	Base = Salaries & Benefits ((29)+(45))				\$853,494		
59						\$0	
60						\$0	
61	Total CMS/Administration Operating Costs						\$28,955
62	<b>Total CMS/Admin ((45)+(61))</b>						
				% Budget	20%	\$209,310	
<b>C. Waived Services</b>							
63	<b>Total Waived Services</b>						
				% Budget	17%	\$180,231	
<b>D. Total Budget Amounts</b>							
64	Fiscal Year 2017-18 ((29)+(62)+(63))						\$1,062,680

By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.

Full Name	Title	Date	Check box to indicate agreement with information provided in report.
Robin McCall, LCSW	Site Director	February 17, 2017	<input checked="" type="checkbox"/>
Approved by: 			
For CDA Use Only Analyst Signature		Date	
		3/10/17	

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D, E, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "CDA", "State" and "Department" mean the State of California and the California Department of Aging interchangeably.
3. "Health Services" and "DHCS" mean the Department of Health Care Services.
4. "Contractor" means the governmental or nonprofit entity contracted with CDA to provide MSSP Waiver Services to eligible Medi-Cal beneficiaries on behalf of DHCS pursuant to an Interagency Agreement between DHCS and CDA.
5. "Subcontractor" means the legal entity that receives funds from the Contractor to provide waiver services identified in this Agreement.
6. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
7. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., (D&B) to uniquely identify business entities.
8. "Reimbursable item" also means "allowable cost" and "compensable item."
9. "Manual" means the Multipurpose Senior Services Program (MSSP) Site Manual and all subsequent amendments and revisions available at <https://www.aging.ca.gov/ProgramsProviders/MSSP/SiteManual/>.
10. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.
11. "CFR" means Code of Federal Regulations.
12. "CCR" means California Code of Regulations.
13. "Cal. Gov. Code" means California Government Code.
14. "USC" means United States Code.

**Special Terms and Conditions – Exhibit D**  
**MS 1718 Contract**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. "Cal. Pub. Con. Code" means California Public Contract Code.
16. "CFDA number" means the number assigned to a Federal program in the Catalog of Federal Domestic Assistance.
17. "HIPAA" means Health Insurance Portability and Accountability Act.
18. "Waiver Participant" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program.
19. "OMB" means the federal Office of Management and Budget.
20. "Wait List" means a list of potential MSSP Participants, established and maintained by the Contractor, when the Contractor has reached its capacity. To ensure compliance with MSSP Waiver requirements and Centers for Medicare and Medicaid Services (CMS) direction, MSSP sites must develop and implement a wait list policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the wait list; periodically reviewing the eligibility and identified needs of applicants on the wait list; and assigning priority for enrollment based on identified needs and level of risk. The Contractor determines the priority of enrollment into the MSSP in accordance with CDA and CMS requirements.
21. "Encounter" means any authorized service consistent with any of the three (3) MSSP service categories (Care Management, Care Management Support, or Purchased Waiver Services) provided to or purchased by the Contractor for an enrolled PLAN(S) Member during a given month. Each MSSP Waiver Participant incurs one encounter per month for care management and care management support. However, each MSSP Waiver Participant may incur more than one purchased waiver service encounter because each unit of purchased waiver service is counted as a separate encounter.
22. "Eligibility Determination" means a process by which the Contractor determines whether a MSSP Applicant or MSSP Waiver Participant meets eligibility criteria to participate in the MSSP and receive MSSP Waiver Services.
23. "Level of Care" (LOC) means a clinical certification by the Contractor that the MSSP Applicant or MSSP Waiver Participant meets the requirement for a nursing facility placement.
24. "MSSP Applicant" means a Member who has submitted an application to the Contractor to receive MSSP Waiver Services.



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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- 25. "Purchased Waiver Services" means goods and services approved for purchase under Title XIX of the Social Security Act, 1915(c) Home and Community Based Waiver authority. The list of MSSP Purchased Waiver Services is included in Exhibit D, Article I., Section C.
- 27. "MSSP Waiver Slot" means a position, whether vacant or filled, which is funded according to a Contractor's site budget and allocated for a Participant during a given month.
- 28. "Coordinated Care Initiative" (CCI) means Coordinated Care Initiative enacted in California in July 2012 through SB 1036 and SB 1008.
- 29. Additional definitions specific to contractors operating under the CCI model.
  - a. "Member" means any person who is enrolled with the PLAN(S) and receives benefits from the PLAN(S).
  - b. "PLAN(S)" is an independent organization contracted directly with the DHCS to implement the CCI. PLAN(S) contract with MSSP providers to provide Medi-Cal covered benefits to Medi-Cal beneficiaries who are enrolled with the PLAN(S).

**B. Medi-Cal Aid Codes and Definitions**

Multipurpose Senior Services Program Waiver Participants qualify under the following Medi-Cal Aid codes:

1. CASH GRANT

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
10 AGED	SSI/SSP Aid to the Aged – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons age sixty-five (65) or older.
20 BLIND	SSI/SSP Aid to the Blind – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy blind persons of any age.
60 DISABLED	SSI/SSP Aid to the Disabled – Cash assistance program administered by the Social Security Administration, pays a cash grant to needy persons who meet the federal definition of disability.

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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

2. PICKLE ELIGIBLES/20 PERCENT SOCIAL SECURITY DISREGARDS

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
**16 AGED	Aid to the Aged-Pickle Eligibles – Persons age sixty-five (65) or older who were eligible for and receiving SSI/SSP and Title II Benefits concurrently in any month since April, 1977, and were subsequently discontinued from SSI/SSP but would be eligible to receive SSI/SSP if their Title II cost-of-living increases were disregarded. These persons are eligible for Medi-Cal benefits as public assistance recipients in accordance with the provisions of the <u>Lynch v. Rank</u> lawsuit.
**26 BLIND	Aid to the Blind-Pickle Eligibles – Persons who meet the federal criteria for blindness and are covered by the provision of the <u>Lynch v. Rank</u> lawsuit. See Aid Code 16 for definition of Pickle Eligibles.
**66 DISABLED	Aid to the Disabled-Pickle Eligibles – Persons who meet the federal definition of disability and are covered by the provision of the <u>Lynch v. Rank</u> lawsuit. See Aid Code 16 for definition of Pickle Eligibles.

\*\*NOTE: This also includes persons who were discontinued from cash grant status due to the twenty percent (20%) Social Security increase under Public Law 32-336. These persons are eligible for Medi-Cal benefits as public assistance recipients in accordance with 22 CCR 50247.

3. MEDICALLY NEEDY, NO SHARE OF COST

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
14 AGED-MN	Aid to the Aged-Medically Needy – Persons age sixty-five (65) or older who do not wish or are not eligible for a cash grant but are eligible for Medi-Cal only. No share of cost required of the beneficiaries.
24 BLIND-MN	Aid to the Blind-Medically Needy – Persons who meet the federal definition of disability and do not wish or are not eligible for a cash grant, but are eligible for Medi-Cal only. No share of cost required of the beneficiaries.

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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

64    DISABLED    Aid to the Disabled-Medically Needy – Persons who  
      MN            meet the federal definition of disability and do not wish  
                      or are not eligible for a cash grant, but are eligible for  
                      Medi-Cal only. No Share of cost required of the  
                      beneficiaries.

4.    MEDICALLY NEEDED, SHARE OF COST

AID CODE

PROGRAM DEFINITION

***17	AGED-MN SOC	Aid to the Aged-Medically Needy, Share of cost – See Aid Code 14 for definition of AGED-MN. Share of cost is required of the beneficiaries.
***27	BLIND-MN	Aid to the Blind-Medically Needy, Share of cost – SOC See Aid Code 24 for definition of BLIND-MN. Share of cost is required of the beneficiaries.
***67	DISABLED MN-SOC	Aid to the Disabled-Medically Needy, Share of cost – See Aid Code 64 for definition of Disabled-MN. Share of cost is required of the beneficiaries.

\*\*\*NOTE: As a result of the implementation of the In-Home Supportive Services (IHSS) Plus waiver, the special program codes of 1F, 2F, and 6F that were paired with the 17, 27, and 67 aid codes are no longer valid Medi-Cal aid codes as of November 1, 2005. MSSP sites are only required to serve Waiver Participants with the aid codes of 17, 27, or 67 who were active as of November 1, 2005 or were subsequently re-determined into aid codes 17, 27, or 67.

5.    AGED AND DISABLED FEDERAL POVERTY LEVEL PROGRAM

AID CODE

PROGRAM DEFINITION

1H	AGED	Aged persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this new program, those recipients with a Share of Cost of \$1 to \$326 will be given full scope, no Share of Cost Medi-Cal.
6H	DISABLED	Disabled persons who, due to their income levels, would normally be included in the Medi-Cal Share of Cost population (Aid Code 17). Under this program, those recipients with a Share of Cost of \$1 to \$326 will be given full scope, no Share of Cost Medi-Cal.

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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

6. INSTITUTIONAL DEEMING

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
1X NO SOC	Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules.
1Y SOC	Multipurpose Senior Services Program Medi-Cal Qualified. Eligible due to application of spousal impoverishment rules. Share of cost is required of the beneficiaries. These recipients are identified apart from the regular Medi-Cal SOC population by the Special Program Aid Code of 1F.

7. CONTINUED ELIGIBILITY – REDETERMINATION

<u>AID CODE</u>	<u>PROGRAM DEFINITION</u>
1E AGED	Continued eligibility for the Aged - Former SSI beneficiaries who are aged until the county redetermines their eligibility.
2E BLIND	Continued eligibility for the Blind - Former SSI beneficiaries who are blind until the county redetermines their eligibility.
6E DISABLED	Continued eligibility for the Disabled - Discontinued SSI beneficiaries who are disabled until the county redetermines their eligibility.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

C. Definitions of Services Provided Under the Waiver

Definitions of each of the services approved by the Centers for Medicare and Medicaid Services of the Department of Health and Human Services under the existing 1915 (c) Home and Community-Based Services Waiver are as follows. The numbers in parentheses are program code designations for the particular service.

1. **Adult Day Care (1.1):** Will be provided to MSSP Waiver Participants who are identified in their plan of care as benefiting from being in a social setting with less intense supervision and fewer professional services than offered in an adult day support center. Adult Day Care services will be provided when the Waiver Participant's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide nonmedical care to persons eighteen (18) years of age or older in need of personal care services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The DSS licenses these centers as community care facilities.
  
2. **Housing Assistance (2.2, 2.3, 2.4, 2.5 and 2.6):** These services are necessary to ensure the health, welfare, and safety of the Waiver Participant in his or her physical residence or home setting. As specified in the Waiver Participant's plan of care, services may include provision of physical adaptations and assistive devices, emergency assistance in situations which demand relocation and assistance to restore utility service. Housing Assistance services include:
  - a. **Minor Home Repairs and Maintenance (2.2):** Minor Home Repairs do not involve major structural changes or repairs to a dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails, items above what is covered by the State Plan, and installation), safety (e.g., electrical wiring, smoke alarms), or security (e.g., locks). Eligible Waiver Participants are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to Waiver Participants who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the residence to adapt to special Waiver Participant needs. Written permission from the landlord (including provision for removal of modifications, if necessary) is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- b. **Nonmedical Home Equipment (2.3):** Includes those assistive devices, appliances, and supplies which are necessary to assure the Waiver Participant's health, safety, and independence. This service includes the purchase or repair of nonmedical home equipment and appliances such as refrigerators, stoves, microwave ovens, blenders, kitchenware, heaters, air conditioners, fans, washing machines, dryers, vacuum cleaners, furniture (i.e., couches, lamps, tables, chairs, mattresses, bedding, and emergency supply kits and goods) under the following circumstances:
- i. The Waiver Participant is receiving Deinstitutionalized Care Management services, and the items are required to facilitate discharge from the institution to a community residence
  - ii. The Waiver Participant's assessment identifies the need for this service including how it is a necessary support if the Waiver Participant is to remain in the community, and the care plan specifies the required item(s)
  - iii. In either circumstance, the following criteria must be met and documented in the case record:
    - (a). The items are unobtainable through other resources, and their purchase would be a financial hardship for the Waiver Participant
    - (b). The items are necessary to preserve the Waiver Participant's health, improve functional ability and assure maximum independence, thereby preventing elevation to a higher level of care and avoiding more costly institutionalization
- c. **Emergency Move (2.4):** Involves facilitating a smooth transition from one living situation to another. Eligible Waiver Participants are those who, due to loss of residence or the need for a change in residence, require assistance with relocation. Services may be provided by moving companies or other individuals who can guarantee the safe transfer of the Waiver Participant's possessions. Activities may include materials and labor necessary for such moves.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- d. **Emergency Utility Service (2.5):** Allows for payment of utilities only when the Waiver Participant has no other resources to meet this need. Additionally, the Waiver Participant must be at risk to receive a shut-off notice and the potential shut off of utility services would place the health and safety of the Waiver Participant in jeopardy.
  - e. **Temporary Lodging (2.6):** Allows for payment of hotel or motel lodging for those Waiver Participants, usually from rural areas, who must travel long distances and stay overnight for medical treatments not available in their home area. Temporary lodging is also available in the event of an emergency. Lodging rates shall not exceed State limits in accordance with CalHR rates.  
(<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>)
3. **Supplemental Chore (3.1):** Is for purposes of household support and applies to the performance of household tasks rather than to the care of the Waiver Participant. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the Waiver Participant does not live in a Residential Care Facility for the Elderly (RCFE). Waiver Participant instruction in performing household tasks and meal preparation may also be provided.

This service is for purposes of household support for those services above and beyond those available through the State Plan. Examples include:

- a. The MSSP Waiver Participant has not yet been assessed for IHSS, and needs services in the interim until IHSS services can be arranged
- b. The regular IHSS provider is not available, and IHSS cannot provide a substitute
- c. IHSS services are in place; however, MSSP has assessed a greater need. In these cases, every effort will be made to negotiate with IHSS towards an increase in those services before authorizing expenditure of waiver funds

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

4. **Supplemental Personal Care (3.2):** This service is provided to individuals whose needs exceed the maximum amount available under the State Plan or who are temporarily without a provider. This service provides assistance to maintain bodily hygiene, personal safety, and activities of daily living (ADL). These tasks are limited to nonmedical personal services: feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Waiver Participant instruction in self-care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves.

Purchase of personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship. These items include supplies not covered under the State Plan.

When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting, and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the Waiver Participant-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker. When a personal care service is to be performed by an unlicensed health care worker, permissible duties will be limited to those allowed by the worker's employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification, if applicable.

Personal care service providers may be paid while the Waiver Participant is institutionalized. This payment is made to retain the services of the care provider and is limited to seven (7) calendar days per institutionalization.

5. **Supplemental Health Care (3.3):** Addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available under the State Plan. Refer to MSSP Site Manual Chapter 3 for a list of criteria.



ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

6. **Supplemental Protective Supervision (3.7):** Ensures provision of supervision in the absence of the usual care provider to persons residing in their own homes, who are very frail or otherwise may suffer a medical emergency. Such supervision serves to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility, e.g., Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also provide a visit to the Waiver Participant's home to assess a medical situation during an emergency (e.g., natural disaster). Waiver Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.
  
7. **Care Management:** Assists Waiver Participants in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Care managers are responsible for ongoing monitoring of the provision of services included in the Waiver Participant's plan of care. Additionally, care managers initiate and oversee the process of assessment and reassessment of Waiver Participant level of care and the monthly review of plans of care.
  - a) **Site-Provided Care Management (50):** The MSSP care management system vests responsibility for assessing, care planning, authorizing, locating, coordinating and monitoring a package of long-term care services for community-based Waiver Participants with a local MSSP site contractor and specifically with the site care management team. The care management teams at each of the local sites are trained professionals working under the job titles of nurse care manager and social work care manager; these professionals may be assisted by care manager aides. The teams are responsible for care management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow-up components of the program. Case records must document all Waiver Participant contact activity each month.

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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

b) **Purchased Care Management (4.3):** For the vast majority of MSSP Waiver Participants, care management services are provided solely by site care management staff. However, Waiver Participants have the right to request care management by qualified outside Subcontractors. In some cases of temporary need, the site may retain an outside Subcontractor to provide the services of a care manager. If either of these two situations arises, the site must ensure that there is no overlap between Site-Provided Care Management (50) and Purchased Care Management (4.3). Any duplication of these services will be subject to recovery and will be collected through formal channels administered by DHCS Payment Systems Division, Recovery Section. Additional case-specific resources may be purchased from social, legal/paralegal specialists in the community in order to augment the resources and skills of site-based case managers. Examples include the purchase of more skilled diagnostic and consultant services by social and legal/paralegal professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public benefits or assistance are also covered.

8. **Deinstitutional Care Management (DCM) (4.6):** This service is used ONLY with individuals who are institutionalized. It allows care management and waiver services to begin up to one hundred eighty (180) days prior to an individual's discharge from an institution. It may be used in two situations, as follows:

- a. Where MSSP has gone into a facility (nursing facility or acute hospital) to begin working with a resident to facilitate their discharge into the community
- b. Where an established MSSP Waiver Participant is institutionalized and MSSP services are necessary for the person to be discharged back into the community

In either situation, all services (monthly Administration and Care Management, plus any purchased services) provided during this period are combined into one unit of DCM and billed upon discharge. For those individuals who do not successfully transition to the waiver, all services provided are combined into one unit of DCM and billed at the end of the month the decision is made to cease MSSP activity.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

9. **Respite** (5.1, 5.2): The State's Medicaid Plan does not provide for respite care. By definition, the purpose of respite care is to relieve the Waiver Participant's informal caregiver and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a Waiver Participant, while the family or other individuals who normally provide primary care take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed in order to cover emergencies and extended absences of the caregiver.

As dictated by the Waiver Participant's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence. Individuals providing services in the Waiver Participant's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the Waiver Participant's plan of care.

10. **Transportation** (6.3 [escort, hour] and 6.4 [one-way trip]): These services provide access to the community (e.g., non-emergency medical transportation to health and social service providers) and special events for Waiver Participants who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or escort. These services are in contrast to the transportation service authorized by the State Medicaid Plan which is limited to medical services, or Waiver Participants who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends, or community agencies which can provide this service without charge will be utilized.

Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the older adults and adults with disabilities; private taxicabs where no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to service the elderly and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for the elderly and handicapped).

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

Escort services will be provided when necessary to assure the safe transport of the Waiver Participant. Escort services may be authorized for those Waiver Participants who cannot manage to travel alone, and require assistance beyond what is normally offered by the transportation provider. This service will be provided by trained paraprofessionals or professionals, depending on the Waiver Participant's condition and care plan requirements.

11. **Nutritional Services** (7.1, 7.2, and 7.3): These services may be provided daily, but are not to constitute a full nutritional regimen (three (3) meals a day).
  - a. **Congregate Meals** (7.1): Meals served in congregate meal settings for Waiver Participants who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet. Congregate meals can be a preventive measure for the frail older person who has few (if any) informal supports, as well as a rehabilitative activity for people who have been physically ill or have suffered emotional stress due to losses associated with aging. This service should be available to MSSP Waiver Participants through Title III of the Older Americans Act. MSSP funds shall only be used to supplement congregate meals when funding is unavailable or inadequate through Title III or other public or private sources.
  - b. **Home Delivered Meals** (7.2): Meals for Waiver Participants who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them. As with Congregate Meals, the primary provider of this service is Title III of the Older Americans Act. MSSP funds shall only be used to supplement home-delivered meals when they are unavailable or inadequate through Title III or other public or private sources.
  - c. **Food** (7.3): Provision of food staples is limited to purchase of food to facilitate and support a Waiver Participant's return home following institutionalization, and to food purchases which are medically required.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

If oral nutrition supplements (ONS) are to be purchased using waiver service funds, the following actions must occur and be documented in the Participant record:

- (i) A nutritional screen is conducted by the primary care manager in consultation with the nurse care manager. The Progress Notes must reflect the collaboration between the SWCM and NCM.
- (ii) The use of home-prepared drinks/supplements (instant breakfast, pureed food) has been explored and found not to meet the Participant's needs.
- (iii) All other options for payment of an ONS have been exhausted (Waiver Participant, family, etc.).

If all three criteria have been satisfied, an ONS may be purchased initially for a period of three (3) months. If an ONS needs to be continued beyond the three-month timeframe, a physician order must be obtained.

- 12. **Protective Services** (8.3, 8.4, and 8.5): These services include protection for Waiver Participants who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed, or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.
- 13. **Social Support** (8.3): Includes periodic telephone contact, visiting, or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for Waiver Participant participation in rehabilitation programs; therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the Waiver Participant's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some Waiver Participants' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

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These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. The waiver will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

- a. **Therapeutic Counseling (8.4):** Includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the Waiver Participant's care plan.

The MSSP has found that therapeutic counseling is essential for preventing some Waiver Participants from being placed in a nursing facility (NF).

This service may be utilized in situations where Waiver Participants or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to care for the Waiver Participant in the community, or allow the Waiver Participant to cope with increasing impairment or loss.

- b. **Money Management (8.5):** This service assists the Waiver Participant with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee functions.
14. **Communications Services (9.1 and 9.2):** Waiver Participants who receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; and providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the Waiver Participant's plan of care.

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)**

- a. **Communication/Translation/Interpretation (9.1):** The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the ADL and Instrumental Activities of Daily Living (IADL) functions.

For non-English speaking Waiver Participants, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as described in the care plan.

- b. **Communication/Device (9.2):** The rental/purchase of 24-hour emergency assistive services, or installation of a telephone to assist in communication (excluding monthly telephone charges) for Waiver Participants who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those Waiver Participants who live alone, or who are alone for significant parts of the day, and have no regular caregiver for extended periods of time, and who would otherwise require extensive routine supervision. The following are allowable:

- (i) 24-hour answering/paging
- (ii) Beepers
- (iii) Medic-alert type bracelets/pendants
- (iv) Intercoms
- (v) Life-lines
- (vi) Wander-alerts
- (vii) Monitoring services
- (viii) Light fixture adaptations (blinking lights, etc.)
- (ix) Telephone adaptive devices not available from the telephone company
- (x) Other electronic devices/services designed for emergency assistance

Telephone installation or reactivation of service will only be authorized to enable the use of telephone-based electronic response systems where the Waiver Participant has no telephone, or for the isolated Waiver Participant who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the Waiver Participant has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

D. Resolution of Language Conflicts

1. In the event of any inconsistency between the articles, attachments, or provisions which constitute this Agreement, the following order of precedence shall apply:
  - a. Section 1915(c) of Title XIX of the Social Security Act, 42 USC 1396n, and other applicable federal statutes and their implementing regulations.
  - b. As applicable, Welfare and Institutions Code Sections 9560 to 9568 and other California State codes and regulations governing the MSSP.
  - c. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
  - d. Any other documents incorporated herein by reference including, as applicable, the MSSP Site Manual found at <https://www.aging.ca.gov/ProgramsProviders/MSSP/>.
  - e. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

1. The Contractor agrees to administer this Agreement and require any Subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
2. The Contractor agrees to make reasonable efforts to ensure that all Subcontractors are properly licensed, certified, or have valid permits for the services being provided.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all Subcontractors to comply with all applicable State and federal laws.



ARTICLE II. ASSURANCES (Continued)

C. Nondiscrimination

The Contractor shall comply with all state and federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR Part 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of Cal. Pub. Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement.

The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960); and that the Contractor's internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

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

ARTICLE II. ASSURANCES (Continued)

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of Subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deduction

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

ARTICLE II. ASSURANCES (Continued)

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
  - a. Copeland "Anti-Kickback" Act [18 USC 874, 40 USC 3145] [29 CFR Part 3]
  - b. Davis-Bacon Act [40 USC 3141 et seq.] [29 CFR Part 5]
  - c. Contract Work Hours and Safety Standards Act [40 USC 3701 et seq.] [29 CFR Parts 5 to 8]
  - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR Part 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations [40 CFR Part 29], [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

ARTICLE II. ASSURANCES (Continued)

J. Debarment, Suspension, and Other Responsibility Matter

1. The Contractor certifies to the best of its knowledge and belief, that it and its Subcontractors:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.  
[45 CFR Part 92.35]
  - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification
  - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default
2. The Contractor shall report immediately to CDA in writing any incidents of alleged fraud and/or abuse by either the Contractor or Subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor debarment/suspension status.

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number. These documents, including minute orders, must also identify the action taken.
2. Documentation in the form of a resolution, order, or motion by the Contractor's Governing Board is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor, authorizing the entity's Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. The staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status for the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, the Contractor must immediately update the information as required.

ARTICLE II. ASSURANCES (Continued)

N. Corporate Status

- a. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- b. The Contractor shall ensure that any Subcontractors providing services under this Agreement shall be of sound financial status.
- c. Any subcontracting private entity shall be in good standing with the California Secretary of State and shall maintain that status throughout the term of this Agreement.
- d. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor, until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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

**ARTICLE II. ASSURANCES (Continued)**

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements, which exceed \$100,000) and that all Subcontractors shall certify and disclose accordingly
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

**ARTICLE III. AGREEMENT**

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, CA 95834.

**ARTICLE IV. COMMENCEMENT OF WORK**

Should the Contractor or Subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

**ARTICLE V. SUBCONTRACTS**

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program, including issues that arise out of any subcontracts and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any Subcontractor is utilized by the Contractor for any portion of this Agreement, retain the primary responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX. of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability, and retention of records of Subcontractors in accordance with Article VI. of this Exhibit.

ARTICLE V. SUBCONTRACTS (Continued)

- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding, which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its Subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all Subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any Subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that all potential providers of Waiver Services complete a CDA-approved Vendor Application. The Subcontractor's selection process shall be based upon equitable criteria, provide for adequate publicity, screen out potential Subcontractors who are not qualified to provide the needed services, and provide for awards to the lowest responsible and responsive bidder(s). Subcontracts for Purchased Waiver Services shall consist of standard format language consistent with this Contract.
- I. Subcontracts shall require all Subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to Waiver Participants, in the delivery of services, in Subcontractors operations.
- J. The Contractor shall require language in all subcontracts to require all Subcontractors to comply with all applicable state and federal laws, including but not limited to the Americans with Disabilities Act (ADA) of 1990 [42 USC 12101 et. seq.] and California Government Code Sections 11135 et seq.
- K. The Contractor shall require all subcontracts to comply with the HIPAA Business Associate requirements in Exhibit F, as it appropriately relates to services rendered.



**ARTICLE V. SUBCONTRACTS (Continued)**

- L. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- M. The Contractor shall refer to 2 CFR Part 200.330, Subpart D- Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- N. The Contractor shall make timely payments to its Subcontractors under this Agreement.

**ARTICLE VI. RECORDS**

- A. The Contractor shall maintain complete records, which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Final Accounting Reconciliation" report (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its Subcontractors in accordance with Article X of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, Memorandums and/or Letters of Understanding, Waiver Participant records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA or DHCS' Audit Branch; (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement or by Sections A and C of this Article; or (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all Waiver Participant records remain the property of CDA upon termination of this Agreement and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of CDA and DHCS and so stated in writing to the Contractor.

**Special Terms and Conditions – Exhibit D  
MS 1718 Contract**

ARTICLE VI. RECORDS (Continued)

- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by DHCS under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process. The Contractor shall keep records relating to performance of this Agreement, in accordance with Article X, Section J.
- F. Waiver Participant records are to be kept as long as the case is open and active. Following case termination, Waiver Participant records will be maintained for a period of seven (7) years following case closure, or for a longer period if deemed necessary by CDA. A longer period of retention may be established by individual sites.
- G. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Agreement.
  - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
  - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria is subject to the reporting requirements:
  - 1. Has a normal useful life of at least one (1) year
  - 2. Has a unit acquisition cost of at least \$500; a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit
  - 3. Is used to conduct business under this Agreement

ARTICLE VII. PROPERTY (Continued)

- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
  
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer, printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
  
- E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA, annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32), to report property to CDA, unless otherwise directed by CDA.

The Contractor shall record the following information when property is acquired:

1. Date acquired
2. Item description (include model number)
3. CDA tag number or other tag identifying it as State of California property
4. Serial number (if applicable)
5. Purchase cost or other basis of valuation
6. Fund source

ARTICLE VII. PROPERTY (Continued)

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
  2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property and notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of the Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

**ARTICLE VII. PROPERTY (Continued)**

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  - 1. For another CDA program providing the same or similar service or
  - 2. For another CDA-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or Subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.
- Q. Property, for the purpose of this Agreement, does not include any equipment or supplies acquired utilizing Waived Services funds on behalf of MSSP Waiver Participants.
- R. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

**ARTICLE VIII. ACCESS**

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or Subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

**ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION**

- A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, administrative processes, fiscal data, and procurement components. This will include policies, procedures and procurement audits, and inspections of project premises, as appropriate, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any administrative, program, and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

**ARTICLE X. AUDIT REQUIREMENTS**

- A. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed, as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and 2 CFR 200.501 to 200.521. A copy shall be submitted to the:

California Department of Aging  
Attention: Audit Branch  
1300 National Drive, Suite 200  
Sacramento, California 95834

The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate CFDA number as referenced in Section L of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- B. The Contractor shall perform a reconciliation of the "Final Accounting Reconciliation" (CDA Closeout) to the audited financial statements. The reconciliation shall be maintained and made available for CDA review.
- C. Unless prohibited by law, the cost of audits completed in accordance with provisions of Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars.
- D. The Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act.
- E. CDA and DHCS shall have access to all audit reports of Contractors and have the option to perform audits and/or additional work, as needed.
- F. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- G. The Contractor shall include in its contract with an independent auditor a clause permitting access by the State to the work papers of the independent auditor.
- H. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- I. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.
- J. The Contractor agrees that CDA, DHCS, the Department of General Services, the California State Auditor, or their designated representative shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required and until after CDA's Audit Branch has completed an audit. The Contractor agrees to provide CDA or its delegate with any relevant information requested and shall permit the awarding agency or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code, Section 8546.7 et seq. Further, the Contractor agrees to include a similar right of CDA and DHCS to audit records and interview staff in any subcontract related to performance of this Agreement. [Cal. Gov. Code § 8546.7, Cal. Pub. Con. Code 10115 et seq.], [CCR Title 2, Section 1896]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- K. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
  - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
  - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
  - 3. If applicable, or unless otherwise amended by future regulation the Contractors and Subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-E which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows unless otherwise amended by future regulation:
    - a. \$750,000 if seating capacity is under 8
    - b. \$1,500,000 if seating capacity is 8 – 15
    - c. \$5,000,000 if seating capacity is over 15
  - 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS-ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS-ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.



ARTICLE XI. INSURANCE (Continued)

- E. Insurance obtained through commercial carriers shall meet the following requirements:
  - 1. The Certificate of Insurance shall provide the statement: "The Department of Aging State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
  - 2. CDA shall be named the certificate holder and CDA's address must be listed on the certificate.
  
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
  
- G. The Contractor shall require its Subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Workers' Compensation liabilities, and if appropriate, auto liability including non-owned auto and/or professional liability, and further, the Contractor shall require all of its Subcontractors to hold the Contractor harmless. The Subcontractors' Certificate of Insurance for general and auto liability shall also have the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all its Subcontractors.
  
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance referencing this Agreement number, shall be submitted to CDA with this Agreement.
  
- I. The Contractor shall be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of California Labor Code Section 3700 et seq., and Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement.

ARTICLE XII. TERMINATION AND TRANSITION PLAN

A. Termination

1. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, Such the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Section B of this Article. The parties agree that the termination of any portion of this Agreement shall not affect the validity or enforceability of the remainder of the Agreement, which shall remain in full force and effect.

2. Termination for Cause

- a. CDA may terminate in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The notice of termination shall be effective thirty (30) days from the delivery of the Notice of Termination. The Contractor shall submit a transition plan to CDA as specified in Section B of this Article. The grounds for termination for cause shall include, but are not limited to the following:
- (i) In case of threat to life, health or safety of the public (termination of Agreement shall be effective immediately)
  - (ii) A violation of the law or failure to comply with any condition of this Agreement
  - (iii) Inadequate performance or failure to make progress so as to endanger performance of this Agreement
  - (iv) Failure to comply with reporting requirements
  - (v) Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
  - (vi) Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

- (vii) Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
- (viii) Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income
- (ix) The commission of an act of bankruptcy
- (x) Finding of debarment or suspension
- (xi) The Contractor's organizational structure has materially changed
- (xii) CDA determines that a contractor may be considered a "high risk" agency as described in 2 CFR 200.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions

3. Voluntary Termination by Contractor

The Contractor shall give CDA written Notice of Intent to Terminate at least one hundred eighty (180) days prior to the proposed effective date of termination (this is only applicable in cases of voluntary termination). The notice shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Section B of this Article. Upon receipt of such notice, CDA will work with the Contractor to transition the program and terminate the Agreement. Without such notice, the Contractor does not have the authority to terminate the Agreement.

4. The Contractor's Obligation After Notice of Termination

After CDA's Notice of Termination or the Contractor's Notice of Intent to Terminate, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

The Contractor shall:

- a. Take immediate steps to ensure the health and safety of Waiver Participants in MSSP managed by the Contractor. Contractor agrees to refer MSSP Waiver Participants to other local resources.
- b. Maintain staff to provide services to Waiver Participants during the course of Waiver Participant transition.
- c. Deliver updated Waiver Participant records to the subsequent MSSP contractor or as directed by CDA.
- d. With assistance from CDA, develop a written Transition Plan, to locate alternative services for each Waiver Participant through another MSSP site or community agency in accordance with this Agreement.
- e. Be responsible for providing all necessary Waiver Participant services until termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to Waiver Participants prior to such expiration or termination.
- f. Submit a full accounting and closeout of the Contractor's existing budget.
- g. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the Contract.
- h. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts/vendor agreements (the approval or ratification of which will be final for purposes of this clause).
- i. Submit a Transition Plan as specified in Section B of this Article.

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

B. Transition Plan

1. The Contractor shall submit a Transition Plan to the State within fifteen (15) days of delivery of the written Notice to Terminate the Contract. The Transition Plan must be approved by CDA and shall, at a minimum, include the following:
  - a. A current Waiver Participant count and identifying Waiver Participant information upon request.
  - b. A description of how Waiver Participants will be notified about the change in their MSSP provider.
  - c. A plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services for MSSP Waiver Participants.
  - d. A plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals.
  - e. A plan to evaluate the health and safety of Waiver Participants in order to assure appropriate placement.
  - f. A plan to transfer confidential Waiver Participant records to a new contractor or care management agency.
  - g. A plan to maintain adequate staff to provide continued care to MSSP Waiver Participants through the term of the Contract.
  - h. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract.
  - i. Additional information as necessary to effect a safe transition of Waiver Participants to other MSSP or community care management programs.
2. The Contractor shall implement the Transition Plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
3. If the Contractor fails to provide and implement a transition plan as required by Section B of this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.

ARTICLE XII. TERMINATION AND TRANSITION PLAN (Continued)

4. Phase-out Requirements

Phase out for this Contract will:

- a. Consist of the processing, payment and monetary reconciliation necessary to pay claims for Waiver Services.
- b. Consist of the resolution of all financial and reporting obligations of the Contractor. The Contractor shall remain liable for the processing and payment of invoices and other claims for payment for Waived Services and other services provided to Waiver Participants pursuant to this Contract prior to the expiration or termination. The Contractor shall submit to CDA all reports required.
- c. Require all data and information provided by the Contractor to CDA be accompanied by a letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

C. Effective Date

Termination of this Agreement, shall take effect as follows:

- a. Ninety (90) days after CDA's written notice of termination to the Contractor.
- b. Thirty (30) days if CDA's written notice of termination to the Contractor was for cause or due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress.
- c. One hundred eighty (180) days if termination is by the Contractor.

The notice shall describe the action being taken, the date of termination, the reason for such action and any conditions of the termination, including the requirement of a transition plan identified in Section B of this Article XII.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to, and not in derogation of, any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

**ARTICLE XIV. DISSOLUTION OF ENTITY**

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

**ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS**

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

**ARTICLE XVI. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to the CDA for the Contractor's change of legal name, main address, or name of the Director shall be addressed to the Director of CDA on the Contractor's letterhead.
- C. A change in a contractor's Site Director requires that a notice be addressed to the MSSP Branch Manager. This notice shall be on the Contractor's letterhead, and must include the new Director's qualifications, as outlined in the MSSP Site Manual, Chapter 2.
- D. All other notices, with the exception of those identified in this Article, shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Branch, 1300 National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- E. Either party may change its address by written notice to the other party in accordance with this Article.

**ARTICLE XVII. DEPARTMENT CONTACT**

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

ARTICLE XVII. DEPARTMENT CONTACT (Continued)

- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI) Personal Information (PI) and any information protected under HIPAA, i.e., confidential, sensitive and/or personal identifying information as specified in the State Administrative Manual, § 5300 to 5365.3, Cal. Gov. Code § 11019.9, DGS Management Memo 06-12, Department of Finance (DOF) Budget Letter 06-34, CDA Program Memorandum 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases



ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb, flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement.
5. The Contractor, and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors, Vendors, and volunteers must complete the Security Awareness Training module located on CDA's website, [www.aging.ca.gov](http://www.aging.ca.gov) within thirty (30) days of the start date of this Agreement or within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annual thereafter.

E. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (CDA 1024 Form) with this Agreement. This is to ensure that the contractors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

F. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which State data may be stored or accessed.

G. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors shall ensure that all data, files and backup files are encrypted.

- H. Contractor acknowledges that it has been provided a copy of the HIPAA Business Associate Agreement between CDA and DHCS ("Exhibit F"). Contractor and its Subcontractors/Vendors, agrees that it must meet the requirements imposed on CDA, and all applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect PHI and PI.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)

Contractor, and its Subcontractors/Vendors, agrees that any security incidents or breaches of unsecured PHI or PI will be immediately reported to DHCS in the manner described in Exhibit F. The Contractor, and its Subcontractors/Vendors, must also comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

- I. Provisions of this Article shall be included in all contracts of both the Contractor and the Subcontractors/Vendors where either PHI, confidential, personal, or sensitive information is obtained during the course of carrying out the obligations of this Agreement or any sub-Agreements related to the services required in this Agreement.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material, and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not spend or encumber funds covered by this Agreement on research or publications; or any activities, staff, products, or materials, including analysis and services, supporting research, and publications, unless expressly authorized by the terms of this Agreement. The Contractor shall not publish any document or materials produced or resulting from activities supported by this Agreement unless the copy of the final draft for publication has been sent to the Director of CDA, for approval, at least sixty (60) days before it is to be printed.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
3. The State may use, duplicate, or disclose in any manner and have or permit others to do so, subject to State and federal law, all subject data delivered under this Agreement.
4. Materials published by or transferred to the Contractor shall: (a) contract from the California Department of Aging; (b) give the name of the state "The materials or product were a result of a project funded by an entity the address, and telephone number at which the supporting data is available"; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging, and that the publication may not be based upon or inclusive of all raw data."

ARTICLE XX. REPORTS

- A. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:
  1. Quarterly Status Reports
    - a. Reports are due no later than the 30<sup>th</sup> of the month, following the close of the quarter unless otherwise specified by CDA.

ARTICLE XX. REPORTS (Continued)

- b. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period, identified problems, and solutions. The report narrative should be concise and informative. The subject areas to be addressed are:
- Care Management Staffing – Including the Full Time Equivalent (FTEs) for each position and staffing ratio. Also including staff exemptions and self-certification of staff meeting program requirements
  - Care Management Activity – Including staff turnover, training, quality assurance, Waiver Participant grievances and Fair Hearings, Adult Protective Services (APS) reporting, internal/external program reviews and corrective action plans, Waiver Participant satisfaction surveys, policy changes, and contract compliance regarding contracted caseload
  - Management Information System – Problems/issues with the Medi-Cal fiscal intermediary billing system and Medi-Cal fiscal intermediary technical support
  - Monthly Active Waiver Participant Count
  - Staff Roster
  - Self-Certified Training
  - Wait List – Including the number of potential MSSP Participants waiting for enrollment
  - Critical Incident Reporting
  - Fiscal Reporting – Expenditure data by budget category and receivables by budget category

ARTICLE XX. REPORTS (Continued)

2. Ad Hoc Reports

The Contractor shall submit Ad Hoc Reports as may be required from time to time by CDA. Typical subject areas may include, but are not limited to:

- a. General site operations
- b. Facility and equipment
- c. Emergency care
- d. Availability of care
- e. Waiver Participant satisfaction
- f. MIS operations
- g. Administrative procedures
- h. Database
- i. Possible noncompliance with this Agreement
- j. Fiscal year closeout

3. Fiscal Closeout Reports

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package which must include the following documents:

- a. Final Accounting Reconciliation
- b. Closeout Budget
- c. Fiscal Summary Report for the State
- d. Report of Property Furnished/Purchased with Agreement Funds (cumulative CDA 32)
- e. Copy of any Request to Dispose of Property (CDA 248)

CDA will transmit specific closeout instructions, including the Closeout Report due dates.

4. Monthly Active Waiver Participant Count

Reports are due on the 5<sup>th</sup> of each month, unless otherwise specified by CDA.

- B. The Contractor, at its discretion, may at any time prepare and submit reports and correspondence to CDA summarizing problems and concerns.

ARTICLE XX. REPORTS (Continued)

C. ADDITIONAL REPORTING PROVISIONS SPECIFIC TO CONTRACTORS  
OPERATING UNDER THE CCI MODEL

1. The Contractor shall submit written reports, on a format prescribed by the State, to the State, as follows:
  - a. Payment Detail from PLAN(S) as requested.
  - b. Upon request, Contractor agrees to furnish PLAN(S) with the following:
    - (i) Monthly Active Waiver Participant Count
    - (ii) MSSP Encounter Data
    - (iii) MSSP Quarterly Report
2. Contractor shall submit monthly zero-cost electronic Encounter Data to CA-MMIS and PLAN(s).

ARTICLE XXI. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct 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 (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. 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 Cal. Gov. Code § 11135 et seq., 22 CCR 98000 to-98382.

ARTICLE XXI. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

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

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 98211]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population



**Special Terms and Conditions – Exhibit D  
MS 1718 Contract**

ARTICLE XXI. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.  
[22 CCR 98211]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement.  
[22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor.  
[22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. 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]
2. 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]
3. 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]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law.  
[22 CCR 98211, 98310, 98340]

Catchment Area Zip Codes – Exhibit E  
MS 1718 Contract

MS-1718-24

RIVERSIDE COUNTY OFFICE ON AGING

**EAST COACHELLA VALLEY**

92201 Indio/LaQuinta/Bermuda Dunes  
92202 Indio  
92203 Indio  
92236 Coachella  
92239 Desert Center  
92247-48 La Quinta  
92253 La Quinta  
92254 Messa  
92274 Thermal/SaltonSea/Arabia

**MID-COACHELLA VALLEY**

92210 Indian Wells  
92211 Palm Desert  
92270 Rancho Mirage  
92276 Thousand Palms

**COLORADO RIVER VALLEY**

92225-26 Blythe  
92280 Blythe

**PASS AREA**

92220 Banning  
92223 Beaumont/Cherry Valley  
92230 Cabazon  
92282 Cabazon  
92320 Calimesa

**MID & SOUTHWEST RIVERSIDE COUNTY**

92536 Aguanga  
92539 Anza  
92543 Hemet  
92544 Hemet  
92545 Hemet/Green Acres  
92546 Hemet  
92548 Homeland  
92549 Idyllwild/Pine Cove  
92561 Mountain Center  
92562-64 Murrieta  
92581-83 San Jacinto  
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

**MORENO VALLEY/PERRIS**

92551-57 Moreno Valley  
92567 Nuevo  
92570 Perris/Mead Valley/Lake Elsinore  
92571-72 Perris  
92599 Perris

**RIVERSIDE**

92501 Riverside/Highgrove  
92502 Riverside  
92503 Riverside/Home Gardens  
92504-06 Riverside  
92507 Riverside/Highgrove  
92508 Riverside/Orangecrest  
92513-17 Riverside  
92518 March Airforce Base  
92519 Riverside  
92521 Riverside  
92522 Riverside

**LAKE ELSINORE**

92530 Lake Elsinore/Wildomar  
92531-32 Lake Elsinore

**WEST COACHELLA VALLEY**

92234-35 Cathedral City  
92240 Desert Hot Springs/Sky Valley  
92241 Desert Hot Springs  
92258 North Palm Springs  
92255 Palm Desert  
92260-61 Palm Desert  
92262-64 Palm Springs  
92292 Palm Springs  
92282 San Gorgonio/Whitewater

**CORONA/NORCO**

92860 Norco  
92877-83 Corona

**WESTERN RIVERSIDE COUNTY**

92509 Riverside

**HIPAA Business Associate Addendum – Exhibit F**  
**MS 1718 Contract**

- a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
- b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

**F. Availability of Information to DHCS and Individuals.** To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

**G. Amendment of PHI.** To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

**H. Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

**HIPAA Business Associate Addendum – Exhibit F  
MS 1718 Contract**

- I. **Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- J. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to

**HIPAA Business Associate Addendum – Exhibit F  
MS 1718 Contract**

the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646  Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Fax: (916) 440-5537  Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

**K. Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

**L. Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

**M. Sanctions and/or Penalties.** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

**IV. Obligations of DHCS**

DHCS agrees to:

**A. Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices, at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

**B. Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

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MS 1718 Contract**

- C. Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

**V. Audits, Inspection and Enforcement**

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
  2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

**VI. Termination**

- A. Term.** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. Termination for Cause.** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

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- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

**VII. Miscellaneous Provisions**

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
  2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.



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**MS 1718 Contract**

- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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**I. Personnel Controls**

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls**

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

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- F. Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**III. Audit Controls**

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**IV. Business Continuity / Disaster Recovery Controls**

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**V. Paper Document Controls**

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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- D. **Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. **Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Draft

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



FROM: Office on Aging

SUBMITTAL DATE:  
June 1, 2017

SUBJECT: Approve and authorize the Chair to execute FY 2017/18 Standard Agreement No. MS-1718-24 between California Department of Aging and the County of Riverside for the Multi-Purpose Senior Services Program administered by the Office on Aging. [Districts: ALL] [Total Cost: \$1,062,680] [Source of Funds: Federal 50%, State 50%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair to execute FY 2017/18 Standard Agreement No. MS-1718-24 between California Department of Aging (CDA) and the County of Riverside for the Multi-Purpose Senior Services Program (MSSP) administered by the Office on Aging (OoA) in the amount of \$1,062,680 for the period of July 1, 2017 to June 30, 2018;
2. Authorize the Office on Aging Director, based on the availability from budgeted funding, to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel.

Departmental Concurrence

(Continued on Page 2)

Anna L. Martinez  
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ Click here to	\$ 1,062,680	\$ 1,062,680	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Federal 50%, State 50%				Budget Adjustment: No	
				For Fiscal Year: 2017/18	

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE 6/18/17

TALFO  
only

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

Prev. Agn. Ref.:

District: ALL

Agenda Number:

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

**FORM 11:** Approve and authorize the Chair to execute FY 2017/18 Standard Agreement No. MS-1718-24 between California Department of Aging and the County of Riverside for the Multi-Purpose Senior Services Program administered by the Office on Aging. [Districts: ALL] [Total Cost: \$1,062,680] [Source of Funds: Federal 50%, State 50%].

**DATE:** June 1, 2017

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

Annually, the County of Riverside enters into an agreement with the California Department of Aging. Office on Aging administers the funds provided under this Standard Agreement to continue providing care management services to Medi-Cal beneficiaries who are at risk of being placed out of their homes due to increasing frailty. Individuals age 65 and older, who are eligible for Medi-Cal and at risk for institutionalization, may receive effective case management by a skilled Nurse Care Manager (registered nurse) and Social Work Care Manager. The MSSP care managers communicate, collaborate, and coordinate with the client, family members, medical and mental health providers, as well as other service providers to appropriately meet their needs. The goal is to provide additional support and services that allows the client to continue their independence by remaining at home and reduce the risk of premature or inappropriate institutionalization.

This agreement reflects the current contract from California Department of Aging and could be subject to modifications based on the State's final legislative process. The term of this agreement is 12 months, July 1, 2017 – June 30, 2018.

**Impact on Citizens and Businesses**

There is an unprecedented growth of individuals over the age of 65 in the County of Riverside. This performance-based contract serves up to 248 clients. Since the program's inception in 1999, MSSP has assisted frail older adults (65 years and older) to avoid inappropriate or premature placement in nursing or assisted living facilities and to foster independent living in their own communities.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The FY 2017/18 Standard Agreement No. MS-1718-24 between California Department of Aging and the County of Riverside for MSSP is for a total amount of \$1,062,680. Office on Aging has submitted the funding for this program in the FY 2017/18 Recommended Budget; therefore, no budget adjustment is needed.

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

**ATTACHMENTS:**

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

FORM APPROVED COUNTY COUNSEL 7/2/16  
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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

316



**FROM:** Office on Aging

**SUBMITTAL DATE:**  
 July 5, 2016

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

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

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

(Continued on Page 2)

*Anna L. Martinez*  
 Anna L. Martinez  
 Director

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

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

APPROVE

BY: *Lani Sioson*  
 Lani Sioson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: August 23, 2016  
 xc: OoA

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

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

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

3-48



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

**DATE:** July 5, 2016

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

Annually, the County of Riverside enters into an agreement with the California Department of Aging. Office on Aging administers the funds provided under this Standard Agreement to continue to provide care management services to Medi-Cal beneficiaries who are at risk of being placed out of their homes due to increasing frailty. Individuals age 65 and older, who are eligible for Medi-Cal and at risk for institutionalization, may receive effective case management by a skilled Nurse Care Manager (registered nurse) and Social Work Care Manager. The MSSP care managers communicate, collaborate, and coordinate with the client, family members, medical and mental health providers and other service providers to effectively meet their needs. The goal is to provide additional support and services that may allow the client to continue their independence by remaining at home and reduce the risk of premature or inappropriate institutionalization.

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

**Impact on Citizens and Businesses**

There is an unprecedented growth of individuals over the age of 65 in the County of Riverside. This performance-based contract serves up to 248 clients. Since the program's inception in 1999, MSSP has assisted frail older adults (65 years and older) to avoid inappropriate or premature placement in nursing facilities and to foster independent living in their own communities.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The FY 2016/17 Standard Agreement No. MS-1617-24 between California Department of Aging and the County of Riverside for MSSP is for a total amount of \$1,062,680. Office on Aging has submitted the funding for this program in the FY 2016/17 Recommended Budget; therefore, no budget adjustment is needed.

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

**ATTACHMENTS:**

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

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**LOCAL ASSISTANCE CONTRACT CHECKLIST**  
CDA 9007 (NEW 6/16)

**All documents listed in Sections A and B are required to execute your contract unless otherwise noted.**

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**SECTION A**

- All documents must identify the Contractor's legal name exactly as shown on the Standard Agreement (STD. 213).
- Each contract package must stand on its own. For example, if you have more than one contract with the California Department of Aging (CDA) you may have one Insurance Certificate to cover all contracts, but must include a copy of the Certificate in each contract package you return to CDA.

- Return Section A documents to:

California Department of Aging  
Attn: Contract Analyst  
1300 National Drive, Suite 200  
Sacramento, CA 95834

- Four Standard Agreements (STD. 213)** – Print and sign four copies of the Standard Agreement (STD. 213) with **original signatures**. Signature stamps will not be accepted.
- Resolution or Meeting Minutes** authorizing execution of this Contract – The contract number(s) must be referenced in the Resolution or Meeting Minutes. If the Resolution or Meeting Minutes do not also authorize the signing of Amendments, another Resolution or Meeting Minutes will be needed to amend this Contract. If Meeting Minutes are submitted they must be signed off as approved or the following month's Meeting Minutes must be submitted indicating the previous Meeting Minutes were approved.
  - Public Entity – Resolution from the Board of Supervisors or equivalent governing body is required.
  - Nonprofit – Resolution from the Board of Directors is required.
- Contractor/Vendor Statement of Confidentiality (CDA 1024)** – A signed copy must be returned for each different contract number.
- The following documents must reference the contract number(s) or Letter of Self-Insurance. The coverage shall be for the *entire term* of the Contract and must meet the conditions in Exhibit D, Article XI. of the Contract.
  - General Liability Certificate of Insurance\***
  - Automobile Liability Certificate of Insurance\***
  - Professional Liability Certificate of Insurance** (*does not apply to Title V contracts*)

***\*Requires the additional insured statement to name the California Department of Aging and/or the State of California as the additional insured.***

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**LOCAL ASSISTANCE CONTRACT CHECKLIST**  
CDA 9007 (NEW 6/16)

**SECTION B**

**Budget form**

- The following budget forms are found on the CDA website:
  - Area Plan Budget (CDA 122)
  - Financial Alignment (FA) Contract Budget (CDA 229FA)
  - Health Insurance Counseling and Advocacy Program (HICAP) Budget (CDA 229)
  - Medicare Improvements for Patients and Providers Act (MIPPA) Budget (CDA 229m)
  - Senior Community Services Employment Program (Title V) Budget (CDA 35)
  - Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Budget (CDA 2000)
- Submit budget forms to FiscalTeam@aging.ca.gov.

Use the following email subject line and file naming convention for each budget you prepare and submit: Identify your PSA\_## (first), Program, Period, and process. If applicable, specify the original or revision number (e.g., PSA 24 AP FY1617 Original Budget). Incorporate the amounts shown in the Budget Display into the original budget form. Ensure allocation Transfer Requests correspond to the Budget Display requirements.

**Work plan**

- The FA work plan is found on the CDA website.
- The MIPPA work plan is found on the MIPPA section of the CDA website.
- Submit FA and MIPPA work plans to HICAPTeam2@aging.ca.gov.
- SNAP-Ed CDA-approved contract work plans are completed prior to the SNAP-ED contract release and do not need to be resubmitted.
- Work plans are not required to execute Area Plan, HICAP, or Title V contracts.