

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



ITEM
3.33
(ID # 4504)

MEETING DATE:

Tuesday, June 20, 2017

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: Amendment #2 to Agreement AS-02858 with Riverside County In-Home Supportive Services Public Authority for IHSS Provider Services. [District - All]; [Total cost 1,087,146 - Federal 49.6%, State 27.4% and County 23%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to sign Amendment #2 of Agreement #AS-02858 with Riverside County In-Home Supportive Services Public Authority and DPSS, increasing the maximum reimbursable amount by \$217,039, from \$870,107 to \$1,087,146, for the period July 1, 2017 through June 30, 2018, not to exceed \$1,087,146 annually; and
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the Agreement; and
3. Authorize the Director of the Department of Public Social Services (DPSS), based on availability of funds and as approved by County Counsel, to: (a) sign amendments that do not change the substantive terms of the agreement and (b) sign amendments to the compensation provisions that do not exceed ten percent (10%) annually.

ACTION: Policy



Susan Von Zabern, Director of Public Social Services 6/20/17

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: DPSS, IHSS

Keqia Harper-Ihem
Clerk of the Board

By 
Deputy

(Companion Item 7.1)

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	N/A	\$ 1,087,146	\$1,087,146	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: Federal Funding: 49.6% State Funding: 27.4% County Funding: 23% Realignment Funding: 0% Other Funding: 0%			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

While the Riverside County In-Home Supportive Services (IHSS) Public Authority (PA) operates within the Department of Public Social Services (DPSS), by statute it is an independent entity. As such, it is necessary to enter into an agreement between the PA and the County to delineate responsibilities of the PA.

The purpose of the IHSS PA is to offer resources allowing IHSS service recipients enhanced access to in-home caregivers. The PA supports the IHSS home-care provider community, currently averaging 30,000 recipients, in various capacities. The PA manages and maintains the provider registry, offering referral, training and background check services to providers who serve IHSS consumers. The PA acts as the 'employer of record,' assisting with program enrollment and payment functions.

A "one-stop" service model allows home visitations with a response range of 24-48 hour for emergency requests for in-home caregivers, also: expedited enrollment and orientation training for prospective caregivers; call centers offering technical support and providing responsive payment resolutions; a registry of "emergency back-up" providers during weekends and after-hours.

This amendment expands the PA's responsibilities to include assistance in the full implementation of the Fair Labor Standards Act (FLSA), which became effective February 1, 2016, as a result of Senate Bills (SB) 855 and 873. The Bills added new requirements for IHSS overtime, travel time and wait-time payments. Responsibilities include: providing technical support and educational outreach related to the FLSA regulations, coordinating integration of FLSA regulations and monitoring/processing FLSA forms.

For FY 17-18, the PA included a 13 percent increase in clerical and administrative support (14 total positions) to manage increased IHSS caseload and cover state-mandated initiatives (e.g., electronic time sheets, back-up emergency provider plan to meet service-delivery needs and increased FLSA workload.) This funding was included in the PA budget submitted and approved by the Board on April 18, 2017.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Impact on Residents and Businesses

DPSS is responsible for protecting elderly and dependent adults. The budget will allow the IHSS program to continue to provide much-needed assistance to elderly and/or persons with disabilities needing care, enabling them to live independently in a healthy, safe environment.

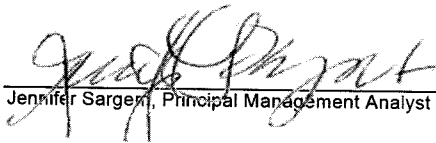
SUPPLEMENTAL:

Additional Fiscal Information

Funding for this agreement is 49.6 percent federal, 27.4 percent state and 23 percent county and was budgeted through the FY 17/18 county budget process.

ATTACHMENTS:

ATTACHMENT A. AS-02858-02


Jennifer Sargent, Principal Management Analyst

6/14/2017


Gregory P. Priaplos, Director County Counsel

6/7/2017

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

SERVICES AGREEMENT: AS-02858-02 AMENDMENT #2

CONTRACTOR: Riverside County In-Home Supportive Services
(IHSS) Public Authority

AGREEMENT TERM: Perpetual

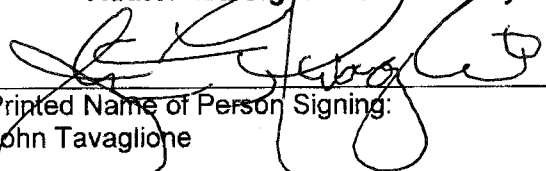
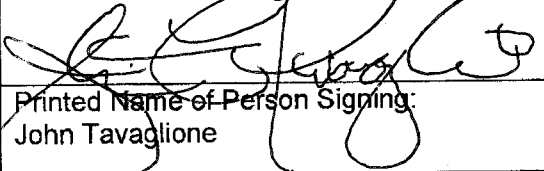
MAXIMUM REIMBURSABLE AMOUNT: \$1,087,146 Annually


WHEREAS, the Department of Public Social Services (DPSS) desires to secure IHSS Provider services;


WHEREAS, the Riverside County In-Home Supportive Services Public Authority (Contractor) is qualified to supply IHSS Provider services;

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

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Agreement (AMENDMENT #2).

Authorized Signature for County:	Authorized Signature for Contractor:
	
Printed Name of Person Signing: John Tavaglione	Printed Name of Person Signing: John Tavaglione
Title: Chairman of the Board of Supervisors	Title: Chairperson, Board of Directors
Address: 4080 Lemon Street Riverside, CA 92501	Address: 12125 Day Street, Suite S-101 Moreno Valley, CA 92557
Date Signed: JUN 20 2017	Date Signed: JUN 20 2017

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 6/17
NEAL R. KIPNIS

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 6/17
ERIC STOPNER
for PA

JUN 20 2017 3:33, 7.1

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List of Exhibits

Exhibit A – Adult Services System Access 7/1/14

Exhibit B – DPSS Form 2076A

Exhibit C – DPSS Form 2076B

AGREEMENT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "APS" refers to DPSS' Adult Protective Services program.
- B. "ASD" refers to Adult Services Division and the In-Home Supportive Services (IHSS) Program.
- C. "CCL" refers to State of California Community Care Licensing (CCL) which refers to a branch of CDSS which oversees licensure standards of facilities that offers itself to the public as providing assisted living or similar services.
- D. "CDSS" refers to the California Department of Social Services which oversees DPSS activities.
- E. "CMIPS II" or "Case Management Information and Payrolling System II" refers to the state system into which IHSS provider information is entered for payroll and tracking.
- F. "CORI" refers to Criminal Offender Record Information provided by the Department of Justice upon submission of fingerprints for the purpose of IHSS employment.
- G. "DOJ" refers to the California Department of Justice
- H. "Dependent Adult" refers to and is defined by the State of California Community Care Licensing (CCL) as an individual who is eighteen (18) years of age through fifty-nine (59) years of age, who has physical or mental limitations that restrict his or her ability to carry out normal activities to protect his or her rights, including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.
- I. "DO" refers to District Office.
- J. "DPSS" refers to the County of Riverside and its Department of Public Social Services, alternatively herein referred to as ASD, IHSS or County, which has administrative responsibility for this Agreement.
- K. "Elderly" refers to and is defined by CCL as an individual who is sixty (60) years of age or older, who cannot remain in their own home or other independent living arrangement.
- L. "Enhanced Provider Management" refers to Public Authority activities related to the provider back-up system and after-hours Registry dispatch.
- M. "Exception Time Sheet" refers to a time sheet that has been rejected by the State Controller's Office (SCO) which needs to be re-processed.
- N. "FLSA" refers to Fair Labors Standards Act.
- O. "IHSS" refers to DPSS, DPSS' Adult Services Division, or County, which may be used interchangeably.
- P. "IHSS-PA" refers to the Riverside County In-Home Supportive Services Public Authority, alternatively herein referred to as PA or Contractor, a separate entity from DPSS.

- Q. "New Ongoing" reporting refers to reports that may be requested on a permanent basis in the future.
- R. "Providers" refers to persons hired by the IHSS recipient and paid to provide authorized in-home support services to IHSS clients. The word caregiver may also be used interchangeably.
- S. "Provider Payment Processing" refers to activities related to Fiscal/Special Transactions.
- T. "Retroactive Pay Transactions" refers to "back pay" requests for provider time sheets.
- U. "Share of Cost (SOC)" refers to the portion of the cost of IHSS/Medi-Cal that the client is responsible to pay. The SOC is determined by DPSS.
- V. "Subsequent Arrest Notifications (SANs)" refers to a service provided by the DOJ after a criminal background check has been requested and issued. SANs provide, to authorized hiring agencies, a state summary/record of an arrest for an individual whose fingerprints have been submitted for the purpose of employment.
- W. "SW" refers to social worker.
- X. "Time Sheet Service Center" or "TSSC" refers to the centralized telephone system serviced by IHSS-PA staff to respond to consumer and provider inquiries.
- Y. "Wellness Checks" refers to routine contacts made by IHSS-PA to IHSS clients, by phone or home visitation, depending on the need.

II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Riverside County In-Home Supportive Services Public Authority (PA). Additionally, assign Administration/IHSS District Office liaison(s) to provide subject matter support to the PA and IHSS District Offices to ensure availability of all information needed to secure services.
- B. Monitor the performance of the PA to ensure that the terms, conditions and services in this Agreement are met. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.
- C. Collaborate with PA as necessary to plan, troubleshoot, and implement statutory mandates and carry out other operations, related to the duties outlined in this Agreement.
- D. Upon proper security request and approval, provide case management access to ASD and IHSS database systems, as appropriate, for the purpose of entering provider background check results and orientation status, Time Sheet Service Center (TSSC) data and querying the system data for information and reports.
- E. Follow up with all providers when a discrepancy occurs in the social security number, or other required identification to be deemed eligible by the IHSS program.
- F. Reimburse the PA for expenses associated with IHSS provider-related payment inquiries and problem resolutions; follow-up on payments affected by the fair labor standard act; and DOJ

background investigation activities, but shall not include any duties already mandated by law as specific PA functions such as:

1. Acting as employer of record for IHSS providers;
 2. Assisting consumers in finding IHSS providers through the establishment of a registry;
 3. Investigating the qualifications and background of potential IHSS providers listed in the registry (beyond the State mandated DOJ check);
 4. Establishing a referral system under which potential IHSS providers are made known to consumers; and/or
 5. Providing for training for IHSS providers and consumers.
- G. Review, edit and approve policies submitted to the ASD Deputy Director, as appropriate.
- H. Respond to share of cost (SOC) inquiries.
- I. Address and respond to complaints from consumers/providers.
- J. Provide quarterly Fair Labor Standards Act (FLSA) trainings to social workers during Induction.
- K. Create, develop and approve training materials for Provider.
- L. Implement Fair Labor Standards Act (FLSA)
1. Educate the Adult Services Division Operations and Public Authority staff on FLSA regulations pertaining to Exemption 1, Exemption 2, One-Time Exceptions, Re-occurring Exceptions, Violations, Engage to Wait and Waiting to Be Engaged and establish processes supporting these regulations.
 2. For all approved Exemptions 1 & Exemptions 2 cases, Operations Social Worker staff shall verify residence/relationship requirement at yearly assessments if qualified for exemption
 3. Assist Provider in hiring additional Provider(s) for any hours over 360/month by referring to Public Authority Registry.
 4. Assist provider with completion of Form SOC 2279, In Home Supportive Services Program, Live In Family Care Provider Overtime Exemption, to be sent to CDSS for processing.
 5. Assist Provider in exhausting all options in securing additional providers and completing required forms and send to CDSS for processing.
- M. Approve overtime for re-occurring exceptions. (approved exceptions for 2 consecutive months equal a re-occurring exception)
- N. Perform Operational duties, including:
1. Provide education in understanding provider weekly authorized hours and completing time sheets.

III. IHSS PUBLIC AUTHORITY RESPONSIBILITIES

A. SCOPE OF SERVICE

Background Check, and Other Related Services Component

1. Assign staff to be liaison between the Riverside County In-Home Supportive Services Public Authority and DPSS.
2. Act as central repository of criminal offender record information (CORI) in a manner consistent with DOJ policies and procedures.
3. Submit Exhibit A for security requests and to obtain approval for case management access to ASD and IHSS database systems, as appropriate, for the purpose of entering provider background check results and orientation status, and/or IHSS consumer-related services. **Exhibit A** is attached hereto and incorporated herein by this reference.
4. Provide staff necessary to:
 - a. Receive, review and interpret all applicant provider CORIs and determine the respective applicant's eligibility to act as IHSS caregiver based on state guidelines (ACL 11-12, ACL 11-98, ACIN I-04-12)
 - b. Receive, review, and interpret all SANs, and determine the respective provider's eligibility to continue to provide care in the IHSS program.
 - c. Notify IHSS of those providers with incomplete or inconsistent IDs including specific information about the discrepancy and copies of any documents.
 - d. Receive SANs information affecting provider eligibility and update IHSS district offices regarding any change in a provider's background investigation status, as allowed by law and DOJ regulations.
 - e. Complete all required applications and actions to secure California Department of Justice (DOJ) authorization to scan and submit fingerprints to DOJ.
 - f. Accept and secure provider and potential provider fingerprint scanning payments, and adhere to method of payment collection approved by DPSS-Fiscal.
 - g. Scan and submit fingerprints to DOJ.
5. Notify DOJ when subsequent arrest/conviction information is no longer needed as directed by ACL 10-05.
6. Provide viewing of a provider's DOJ response when the provider fails the background check and requests to see that item, in accordance with DOJ policy.
7. Maintain all DOJ records in a manner consistent with DOJ policies and procedures, and CDSS policies and procedures such as, but not limited to ACL 10-5 and any related updates.
8. Release information as required for subpoenas, as allowed by law. Release of non-provider, client focus information shall be requested through ASD Administration.
9. Process IHSS Verifications of Employment (VOEs) for providers and DPSS Income Eligibility Verification System (IEVS) and other DPSS divisions.
10. Process initial worker's compensation claims for providers and forward claims to the State-contracted benefits vendor.

11. Draft PA-related policies associated with this Agreement, and submit to ASD Deputy Director for final review, editing and approval.

Time Sheet Service Center (TSSC) Component

12. Assign staff to be liaison between the Riverside County In-Home Supportive Services Public Authority and DPSS.
13. Submit Exhibit A for security requests and to obtain approval for case management access to ASD and IHSS database systems, as appropriate, for the purpose of reviewing payment status and resolving time sheet processing issues.
14. Draft PA-related policies associated with this Agreement, and submit to ASD Deputy Director for final review, editing and approval.
15. Assist consumers and providers with case management and time sheet inquiries via telephone or face-to-face communication.
16. Complete requests for replacement and supplemental time sheets.
17. Answer basic questions regarding W-2s, payroll deductions, and Union questions.
18. Request duplicate W-2s, as necessary.
19. Refer share of cost (SOC) inquiries to ASD Administration.
20. Assist consumers/providers with any complaints related to receiving or providing IHSS services, and refer to ASD Administration, as appropriate.

Fair Labor Standards Act (FLSA) and Other Related Services Component

21. Provide technical support and educational outreach related with new FLSA-regulations and forms.
22. Integrate FLSA regulation with provider training and orientation, to include weekly authorized hours, required forms, overtime and travel payment calculation.
23. Provide all aspects of document management, to include receiving, processing and data input of FLSA forms and paperwork.
24. Receive walk-in/office inquiries and support customer requests related with FLSA regulations and payments.
25. Whenever appropriate, coordinate with district social workers and supervisors regarding violation decisions and safety plan(s) using PA Registry providers.
26. Monitor the FLSA Payment Queue in CMIPS II and send the appropriate violation and training notifications to recipient and providers.
27. Assist recipient and providers to reconcile weekly work hours associated with CMIPS II payment violations and overrides.

28. Seek consultation and escalate as appropriate FLSA-related customer service complaints to ASD Administration.

In-Home Supportive Services (IHSS) Special Payments Component

Provider Payment Processing

29. Receive IHSS consumer/provider forms and complete data entry in CMIPS II.
30. Complete special payment transactions.
31. Initiate exception timesheets.
32. Monitor accuracy of provider payment transactions.
33. Facilitate and/or complete, as necessary, required forms and processes to ensure timely and accurate provider payments.
34. Complete training for providers, ASD staff, and internal/external partners regarding payment processing and time sheet submission.
35. Complete/submit CMIPS II system corrections and service requests associated with provider payments.
36. Conduct research and assist with processing of retroactive pay transaction requests for providers, as needed.
37. Liaison resolution efforts for non-payment issues.

Enhanced Provider Management

38. Create a registry of trained home care providers to respond and serve as immediate, short- or long- term substitute caregivers.
39. Complete client home visitation as needed to deliver provider/employer rights and responsibilities training, complete immediate provider/caregiver matches, and complete all required forms for payments.
40. Complete client outreach and/or wellness checks on IHSS clients being served by PA Registry providers, with a frequency of twice per year based on service start date.
41. Develop, coordinate, and/or deliver specialized training or skill enhancements to IHSS providers, as requested by ASD Deputy, or their designee.
42. Participate in IHSS case reviews with ASD staff to ensure that immediate home caregiving needs are addressed.

B. REPORTING

Background Check, and Other Related Services

1. DOJ ACTIVITY

- a. Develop and provide report(s) with DOJ information to DPSS, as necessary, in format(s) to be mutually agreed upon as may be requested in the future by the ASD Deputy Director or designee.
- 2. AD HOC and New Ongoing
 - a. Provide other reporting as may be determined necessary and requested by the ASD Deputy Director or designee.

Time Sheet Service Center

- 3. CALL VOLUME
 - a. Develop and provide report(s) with call volume information to DPSS, as necessary, in format(s) to be mutually agreed upon as may be requested in the future by the ASD Deputy Director or designee.
- 4. AD HOC and New Ongoing
 - a. Provide other reporting as may be determined necessary and requested by the ASD Deputy Director or designee.

Provider Payment Processing

- 5. PROCESSING ACTIVITY
 - a. Develop and provide monthly report to DPSS to contain, but not be limited to:
 - i. Total number of time sheet errors,
 - ii. Total number of time sheets claiming 70% (or more) of total authorized hours in the first half of each month, and
 - iii. Total number of stop payments.
- 6. AD HOC and New Ongoing
 - a. Provide other reporting as may be determined necessary and requested by the ASD Deputy Director or designee.

Enhanced Provider Management

- 7. SERVICE ACTIVITY
 - a. Develop and provide monthly report to DPSS to contain, but not be limited to:
 - i. Total number of provider back-up system referrals,
 - ii. Total number of referral outcomes, by type of outcome,
 - iii. Total number of IHSS client wellness check contacts made,
 - iv. Total number of specialized trainings/skill enhancements provided, and
 - v. Total number of providers trained.
- 8. AD HOC and New Ongoing
 - a. Provide other reporting as may be determined necessary and requested by the ASD Deputy Director or designee.

C. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT (MRA)

Total payment for services outlined in the Scope of Work under this Agreement shall not exceed \$1,087,146.

2. SALARY AND BENEFIT COST

The salaries and benefits shall cover all activities required by the Scope of Work, Section III. IHSS PUBLIC AUTHORITY RESPONSIBILITIES.

Service Component	Annually
Salaries and Benefits	\$1,087,146.00
Total	\$1,087,146.00

3. FISCAL PROVISIONS AND BILLING DOCUMENTATION REQUIREMENTS

a. DPSS REQUIREMENTS

- i. Reimburse PA for personnel salary/benefits for activities associated with: 1) Background Checks & Other Related Services Component; 2) Time Sheet Service Center Component; 3) FLSA and Other Related Services Component; 4) IHSS Special Payments Component, not to exceed the MRA.
- ii. A quarterly Journal Entry (JE) will be processed within 60 days from the end of each fiscal quarter to reimburse PA for salary/benefit costs incurred as stated in this Agreement.

b. IHSS PUBLIC AUTHORITY REQUIREMENTS

- i. IHSS PA shall complete and submit time studies monthly to DPSS utilizing available time study codes associated with the activities covered under this Agreement.
- ii. Review, approve and forward DPSS the invoice and supportive documentation to back up the invoice.

4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. Actual costs for salary/benefits associated with activities as outlined in the Agreement will be reimbursed to the Contractor through the JE process within 60 days after each quarter.
- b. All claims submitted in a timely manner will be processed within twenty (20) working days of receipt by DPSS-Management reporting Unit. PA shall process and post the Journal entry (JE) and forward to the Auditor-Controller's office for payment within ten (10) working days of DPSS approval of the JE.
- c. When requesting payment, PA shall review and approve DPSS Forms 2076A (**Exhibit B**) and 2076B (**Exhibit C**) following the instructions set forth on the "Instructions for Form 2076A" and "Instructions for Form 2076B." **Exhibits B and C** are attached hereto and incorporated herein by this reference for request of all payments. The approved backup as listed in Section III.C.4.f shall be submitted with the claim.

- d. Each component shall be listed separately on the Form 2076B.
- e. Reimbursement may be delayed if required supporting documentation is not provided in a timely manner.
- f. Contractor shall provide the following supporting documentation along with the quarterly invoice to justify invoice amounts:
 - i. Payroll Report which includes: Employee names, Salary and Benefit amounts, Quarter worked, Summary of the Time & Activity Reports, and allocation of costs.
- g. Contractor shall submit an estimated claim for the fourth quarter claiming period of each year by the 10th business day of June. The actual billing for the final claiming period shall be submitted no later than the 15th calendar day of August. If Contractor ceases operation for any period, then no payment will apply for that period.

5. FINANCIAL RESOURCES

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

6. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- b. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
- c. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
- d. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.

- e. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
- f. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

7. SUPPLANTATION

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

8. DISALLOWANCE

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

D. ADMINISTRATIVE

1. CONFLICT OF INTEREST

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

2. CONFIDENTIALITY

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

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

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and

volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

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

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

3. EMPLOYMENT PRACTICES

- a. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
- c. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

4. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. Contractor shall defend, at its sole expense, all costs and fees including, but not

limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

5. INSURANCE

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

- (1) Worker's Compensation:

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

- (2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- (3) Vehicle Liability:

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

Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured(s).

b. General Insurance Provisions – All lines:

- (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- (2) The Contractor's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (4) It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- (5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the

right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

- (6) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) Contractor agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

6. LICENSES AND PERMITS

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

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

7. INDEPENDENT CONTRACTOR

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

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

8. ASSIGNMENT

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

9. PERSONNEL

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

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

- (1). Shall not be in any way impaired because of being under the influence of alcohol or drugs.
- (2). Shall not possess an open container of alcohol or consumer alcohol or possess or be under the influence of an illegal drug.
- (3). Shall not sell, offer, or provide alcohol or an illegal drug to another person. This provision shall not be applicable to the Contractor or its employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
- (4). DPSS may terminate for default or breach of this Agreement, if the Contractor or its employees are determined by DPSS not to be in compliance with the conditions in this section.

10. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
 - i. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. Has within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - iv. Has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

11. CHILD ABUSE REPORTING

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

12. ADULT AND ELDER ABUSE REPORTING

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

13. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

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

14. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

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

All social service privacy complaints should be referred to:

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

IV. GENERAL**A. EFFECTIVE PERIOD**

This Agreement is effective July 1, 2017 to June 30, 2018 and renews automatically unless terminated as outlined in Section IV.H.

B. NOTICES

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

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

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

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

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

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

E. SANCTIONS

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

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

F. GOVERNING LAW

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

G. MODIFICATION OF TERMS

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

H. TERMINATION

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

I. ENTIRE CONTRACT

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

ADULT SERVICES SYSTEM ACCESS**7/1/14****STATEMENT OF CONFIDENTIALITY****(Public Authority Staff Using DPSS systems only)**

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

1. Maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.
2. Ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.
3. Keep all information in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code
4. Refrain from publishing, disclosing, using, permitting, or causing to be published, disclosed, or used, any confidential information pertaining to any provider under this Contract.
5. Acknowledge that deliberately violating these provisions is a misdemeanor.
6. Adult Services systems access shall be maintained and utilized by the parties in a manner consistent with the confidentiality requirements applicable to the County.

EMPLOYEE SIGNATURE

DATE

EMPLOYEE NAME (PRINT)

CLASSIFICATION

DISTRICT/UNIT

SUPERVISOR SIGNATURE

DATE

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
DPSS 2076A
CONTRACTOR PAYMENT REQUEST

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

Remit to Name _____

Address _____

City _____ State _____ Zip Code _____

Contractor Name _____

Contract Number _____

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

☐ Advance Payment \$ _____
(if allowed by Contract/MOU)

☐ Actual Payment \$ _____
(Same amount as 2076B if needed)

☐ Unit of Service Payment \$ _____

_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____

_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to:

Name _____

Phone Number _____

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

Authorized Signature _____

Title _____

Date _____

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

Business Unit (5) _____

Purchase Order # (10) _____

Invoice # _____

Account (6) _____

Amount Authorized _____

Fund (5) _____

If amount authorized is different from amount request, please explain:

Dept ID (10) _____

Program (5) _____

Program (if applicable) _____

Date _____

Class (10) _____

Management Reporting Unit _____

Date _____

Project/Grant (15) _____

Contracts Administration Unit _____

Date _____

Vendor Code (10) _____

General Accounting Section _____

Date _____

Exhibit B

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

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

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

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

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

DPSS 2076A

CONTRACTOR PAYMENT REQUEST

"Remit to Name"

The legal name of your agency.

"Address"

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

"Contractor Name"

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

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

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

"Payment Type"

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

"Any questions regarding..."

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

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

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

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

