

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



ITEM: 3.49
(ID # 25651)

MEETING DATE:
Tuesday, August 27, 2024

FROM : OFFICE ON AGING

SUBJECT: OFFICE ON AGING: Ratify and Approve Standard Agreement No. MS-2425-24 with the California Department of Aging (CDA) for the Multipurpose Senior Services Program, for the period July 1, 2024 – June 30, 2025; All Districts. [Total Awards: \$1,601,444 - 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Standard Agreement No. MS-2425-24 with the California Department of Aging (CDA), in the amount of \$1,601,444, for the Multipurpose Senior Services Program (MSSP) covering the period of July 1, 2024 - June 30, 2025, and authorize the Chair of the Board to sign the Agreement on behalf of the County;

Continued on Page 2

ACTION:Policy

Jewel Lee, Director of Office on Aging 7/25/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 27, 2024
xc: OoA

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Riverside County Office on Aging (RCOoA) to allocate funds to new and existing service providers for the Multipurpose Senior Services Program (MSSP) through the use of the subgrantee agreement template (Attachment B) for the period of July 1, 2024 – June 30, 2025, with the option to renew annually contingent based upon additional funding made available by CDA;
3. Authorize the Riverside County Office on Aging (RCOoA) Director, or Designee, to execute and take all necessary steps to administer the MSSP Program and sign any certifications, assurances, standard agreements, amendments, reports, or any other documents related to the Program and required by CDA, as approved as to form by County Counsel and that is consistent with the Board’s approval;
4. Authorize the RCOoA Director, or Designee, to execute any agreements, amendments and/or renewals to new and existing service providers consistent with CDA requirements for the Multipurpose Senior Services Program (MSSP), and as approved as to form by County Counsel that (a) make modifications to the scope of work that stay within the intent of the Agreement and (b) sign amendments to the compensation provisions that do not exceed the total allocation of the CDA Standard Agreement No. MS-2425-24; and
5. Adopt Resolution No. 2024-178, approving the authorization for the RCOoA Director, or Designee, to be charged with the responsibility of administering and implementing the MSSP Program for the duration of the resolution to:
 - a. Accept funding annually through June 30, 2027; and,
 - b. Execute CDA agreements and subgrantee agreements, as approved as to form by County Counsel, as a result of receiving current and additional funds; and,
 - c. Sign CDA amendments, subgrantee amendments, as approved as to form by County Counsel, that (a) make modifications to the scope of work that stay within the intent of the CDA Agreement and (b) make changes to the compensation provisions that do not exceed the total allocation of the subgrantee agreement.
6. Direct the Clerk of the Board to return four (4) original agreements of MS-2425-24 to the Office on Aging for further processing.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,601,444	\$0	\$1,601,444	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

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

BACKGROUND:

Summary

The Riverside County Office on Aging (RCOoA) proposes entering into agreement with the California Department of Aging (CDA) to administer funds allocated under this Standard Agreement to deliver the Multipurpose Senior Services Program (MSSP) for care management services to Medi-Cal beneficiaries at-risk of being placed out of their homes due to increasing frailty. Individuals 65 years of age 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 Worker 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 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 between CDA and RCOoA and could be subject to modifications based on the state's final legislative process. The term of this Agreement is for twelve (12) months, from July 1, 2024 to June 30, 2025. This performance-based contract serves up to 299 clients. RCOoA will award qualified vendors for MSSP services as a result to a competitive bidding process.

Impact on Residents and Businesses

There is an unprecedented growth of individuals over 65 years of age in the County of Riverside. Since the program's inception in 1999, MSSP has assisted frail older adults (65 years of age and older) avoid inappropriate or premature placement in nursing or assisted living facilities and fosters independent living within their communities. RCOoA seeks to empower seniors to age with dignity, maintain their independence, and enhance their overall quality of life.

Additional Fiscal Information

Fiscal Year 24/25 Standard Agreement No. MS-2425-24 between CDA and RCOoA is for a total amount of \$1,601,444. RCOoA included this amount in the FY 24/25 Recommended Budget; therefore, no budget adjustment is needed.

In addition, administration costs shall be no more than ten percent (10%) of the total program allocation. No match is required under the terms and conditions of this Agreement. There is no impact to the County General Fund.

Contract History and Price Reasonableness

RCOoA is required to conduct informal and competitive bidding for the services required by the Older Americans Act (OOA) to identify qualified service providers to deliver MSSP services. This is an ongoing bid solicitation, which allows multiple service providers to respond year-round according the MSSP service categories.

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

ATTACHMENTS:

ATTACHMENT A. STANDARD AGREEMENT NO. MS-2425-24

ATTACHMENT B. SUBGRANTEE AGREEMENT TEMPLATE

ATTACHMENT C. MSSP RESOLUTION NO. 2024-178



Brianna Lontajo, Principal Management Analyst 8/8/2024



Gregg Gu, Chief of Deputy County Counsel 8/5/2024

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RESOLUTION NO. 2024-178

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A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE

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AUTHORIZING THE DIRECTOR OF THE OFFICE ON AGING, OR DESIGNEE, TO ACCEPT

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FUNDING ANNUALLY THROUGH June 30, 2027 FOR THE MULTIPURPOSE SENIOR SERVICES

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PROGRAM, EXECUTE THE CALIFORNIA DEPARTMENT OF AGING STANDARD AGREEMENT,

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EXECUTE SUBGRANTEE AGREEMENTS AND ANY SUBSEQUENT AMENDMENTS OR MODIFICATIONS,

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AND ADMINISTER THE MULTIPURPOSE SENIOR SERVICES PROGRAM THROUGHOUT RIVERSIDE

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COUNTY

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WHEREAS, The California Department of Aging ("CDA" or "Grantor") administers the Multipurpose Senior Services Program ("MSSP") that provides both social and health care management services to assist persons aged sixty-five (65) years or older to remain in their own homes and communities, or, to help bridge the gap between service demand and available resources; and

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WHEREAS, the MSSP is administered locally by designated Area Agencies on Aging ("AAA"); and

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WHEREAS, the Grantor has awarded the Riverside County Office on Aging (RCOoA), as a designated AAA, specifically through Standard Agreement No. MS-2425-24, to provide MSSP services throughout Riverside County for the period of July 1, 2024 - June 30, 2025 (the "Awardee"); and,

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WHEREAS, the RCOoA shall provide the MSSP services through subgrantee agreements with local partners, as permitted by the Standard Agreement No. MS-2425-24; and

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1 WHEREAS, the Grantor is expected to allocate additional MSSP funds
2 annually to RCOoA as the designated AAA; and,

3 WHEREAS, the RCOoA is authorized to accept future funding annually through
4 June 30, 2027 for the MSSP to provide intensive care management and services,
5 subject to the terms and conditions of the CDA Standard Agreement, Program
6 regulations and requirements, and other contracts between the Department; and

7 WHEREAS, each annual allocation will require a new contract with the
8 Grantor, which the RCOoA Director is granted the authority to execute, as
9 approved as to form by County Counsel and consistent with the Board of
10 Supervisors' approval; and,

11 WHEREAS, the RCOoA desires to accept funding as a result of Standard
12 Agreement MS-2425-24, execute the Standard Agreement MS-2425-24 and any
13 subsequent agreements, amendments, or modifications, as approved as to form by
14 County Counsel and consistent with the Board of Supervisors' approval; and

15 WHEREAS, the RCOoA desires to provide the MSSP services through local
16 service providers, with the authority to execute Subgrantee Agreements and any
17 amendments thereto, as approved as to form by County Counsel and consistent
18 with the Board of Supervisors' approval.

19 NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of
20 Supervisors of the County of Riverside, State of California, ("Board") in
21 regular session assembled on August 27, 2024, at 9:30 a.m. or soon thereafter,
22 in the meeting room located on the first floor of the County Administrative
23 Center, 4080 Lemon Street, Riverside, California, that this Board hereby
24 authorizes the Director of the Department, or designee, to accept future funding
25 related to the Multipurpose Senior Services Program and execute any standard
26 agreements and amendments associated with such funding;

27 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that if the County of
28 Riverside, Department of the Office on Aging receives additional funding from

1 the CDA, it represents and certifies that it will use all such funds in a manner
2 consistent and in compliance with all applicable state and federal statutes,
3 rules, regulations, and laws, including without limitation all rules and laws
4 regarding the Multipurpose Senior Services Program, as well as any and all
5 contracts the County of Riverside, Department of the Office on Aging may have
6 with subrecipients.

7 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of
8 Riverside, Department of the Office on Aging is hereby authorized and directed
9 to accept funding in an amount of one million six hundred one thousand four
10 hundred forty-four dollars (\$1,601,444.00), as a result to Standard Agreement
11 MS-2425-24; and in accordance with all applicable rules and laws.

12 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this resolution shall
13 take effect immediately upon its adoption.

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16 COUNTY COUNSEL APPROVED AS TO FORM

17 BY: Esen Sainz
ESEN SAINZ

07/23/2024
DATE

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20 ROLL CALL:

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Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

23 Nays: None

24 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.

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KIMBERLY A. RECTOR, Clerk of said Board

By: 
Deputy

MSSP RESOLUTION NO. 2024-178

Final Audit Report

2024-07-23


Created:	2024-07-23
By:	Cindy Ramos-Corner (circorner@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYMO2HmMD4m66Vy1SdyppoGYrnYn7Q0bU


"MSSP RESOLUTION NO. 2024-178" History

 Document created by Cindy Ramos-Corner (circorner@rivco.org)
2024-07-23 - 10:25:29 PM GMT

 Document emailed to Esen Sainz (esainz@rivco.org) for signature
2024-07-23 - 10:25:32 PM GMT

 Email viewed by Esen Sainz (esainz@rivco.org)
2024-07-23 - 11:11:13 PM GMT

 Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2024-07-23 - 11:14:01 PM GMT - Time Source: server

 Agreement completed.
2024-07-23 - 11:14:01 PM GMT

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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, August 27, 2024, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. MS-2425-24 between Riverside County and the California Department of Aging (CDA) providing for: Multipurpose Senior services Program.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Abstain: None

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

KIMBERLY A. RECTOR, Clerk of the Board

BY:  Deputy

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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

SCO ID: 4260-MS242524

STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
MS-2425-24

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

Riverside County Office on Aging

2. The term of this Agreement is:

START DATE

07/01/2024

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

\$ 1,601,444 One million, six hundred one thousand four hundred forty four 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	19 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail and Payment Provisions	7 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	34 pages
Exhibit E	Additional Provisions Specific to this MSSP Agreement	7 pages
Exhibit F	HIPPA Business Associates Addendum	10 pages
Exhibit G	Catchment Area Zip Codes	1 page

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Riverside County Office on Aging

CONTRACTOR BUSINESS ADDRESS

3610 Central Ave, Ste 102

CITY

Riverside

STATE

CA

ZIP

92506-

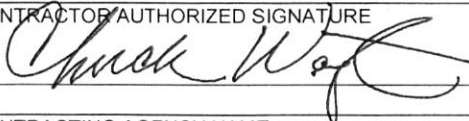
PRINTED NAME OF PERSON SIGNING

CHUCK WASHINGTON

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

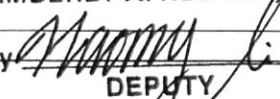


DATE SIGNED

8/27/2024

ATTEST:

KIMBERLY A. RECTOR, Clerk

By  DEPUTY

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

COUNTY COUNSEL APPROVED AS TO FORM

BY: 

07/23/2024

ESEN SAINZ

DATE

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ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

The Multipurpose Senior Services Program (MSSP) is a Medi-Cal Home and Community Based Services (HCBS) Waiver, Control Number CA.0141.R07.00 authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act ([HCBS Waiver](#)). 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

Pursuant to an Interagency Agreement between Department of Health Care Services (DHCS) and California Department of Aging (CDA), 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 G 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 I; and 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 deemed 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 (see definition in Article VI of this Exhibit).

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](#), herein incorporated by reference. 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, managed care plans, and others to develop a care plan covering the full range of required psychosocial 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.

C. Purchased Waiver Services

"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 Article VI. 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/or other community resources)
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 Care (ADC)
 - b) Minor Home Repair/Maintenance Services
 - c) Supplemental Homemaker, Personal Care and Protective Supervision Services
 - d) Consultative Clinical Services
 - e) Respite Care
 - f) Transportation
 - g) Meal Services
 - h) Counseling and Therapeutic Services
 - i) Communication Services
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 MSSP
2. MSSP Authorization for Use and Disclosure of Protected Health Information
3. Participant Enrollment/Termination Information
4. Level of Care Certification "Level of Care" (LOC) means a clinical certification by the Contractor that a MSSP Applicant or MSSP waiver participant meets the requirement(s) for a nursing facility placement.
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 5th working day of the month (unless otherwise specified by CDA), the active waiver participant count for the preceding month. The active waiver participant count consists of the number of waiver participants actively 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.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

6. Submit to CDA, by the 5th working day of the month (unless otherwise specified by CDA), the Wait List of participants as of the last day of the previous month. “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.
7. Verify all service data within ninety (90) calendar days of the date of service. The Contractor shall submit this data to CDA by the 5th calendar day of the following month, ninety-five (95) days from the end of the month of services.
8. Submit claims to the State’s Medi-Cal Fiscal Intermediary (FI), per instructions stated in the Medi-Cal Provider Manual.

F. Enrollment Levels

The Contractor shall maintain a caseload of no less than 95 percent and no more than 105 percent of the specified number of participant slots for the term of contract (12 months). 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 participant 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.

“Participant 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.

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.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

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.
 4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually and 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 their 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.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

4. The Contractor shall serve participants in the Catchment Area as defined in Exhibit G of this Agreement.
5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Bureau. The Contractor 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.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER

Services Provided Under the Waiver – Contractors must have the ability to provide the following services to MSSP waiver participants:

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 health 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 Department of Social Services (DSS) licenses these centers as community care facilities.

Adult Day Care centers are subject to Federal Home and Community-Based Settings (HCBS) requirements, meaning they must:

- Support access to the greater community;
- Be selected by the Participant from among setting options;
- Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- Optimize autonomy and independence in making life choices;
- Facilitate choice regarding services and who provides them; and
- Be physically accessible.

Vendor contracts with Adult Day Care centers must contain language that addresses Home and Community-Based Settings requirements as specified in 42 CFR 441.301(c)(4).

2. **Minor Home Repairs and Maintenance (2.2):** Minor Home Repairs do not involve structural changes or major 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.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

3. **Non-medical Home Equipment** (2.3): Includes equipment and supplies which address a waiver participant's functional limitation and/or condition, are necessary to assure the waiver participant's health, safety, and independence, and are not otherwise provided through this Waiver or through the State Plan.

Allowable items:

Small appliances; large appliances; furniture; home safety devices; clothing-related items; paperwork-related items; organizing items; household items (items that are not specifically designed for home safety, but are necessary to maintain independence and safety in the home); kitchenware; bedding/bath items; exercise equipment; social support/therapeutic activity supplies; personal care items (items related to personal care and the prevention of skin breakdown); health-related supplies (items that have a health component, but are not covered by the State Plan); and incontinence supplies (gloves, wipes, washcloths and creams).

Experimental or prohibited treatments are excluded as well as those items and services solely for entertainment or recreation. The costs associated with delivery and repairs of the items allowable under this service are also included.

4. **Community Transition Services-** (2.4): These services allow for non-recurring moving and/or set-up expenses for individuals who make the transition from an institution to their own home or apartment in the community. Eligible waiver participants are those who reside in a facility/institution or care provider-owned residence and are transitioning from a facility/institution to their own home or apartment in the community where the person is directly responsible for his or her own living expenses. Allowable expenses are those necessary to enable a person to establish a basic household that do not constitute room and board and may include: (a) security deposits that are required to obtain a lease on an apartment or home; (b) essential household furnishings required to occupy and use a community domicile, including furniture, window coverings, food preparation items, and bed/bath linens; (c) set-up fees or deposits for utility or service access, including telephone, electricity, heating and water; (d) services necessary for the waiver participant's health and safety such as pest eradication and one-time cleaning prior to occupancy; (e) moving services, which may include materials and necessary labor; (f) activities to assess need, arrange for and procure need resources. Community Transition Services do not include monthly rental or mortgage expense; food, regular utility charges; and/or household appliances or items that are intended for purely diversional/recreational purposes.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

5. **Assistive Technology (2.6):** Assistive technology means an item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of participants. Assistive technology service means a service that directly assists a waiver participant in the selection, acquisition, or use of an assistive technology device. Assistive Technology includes: (A) the evaluation of the assistive technology needs of a waiver participant, including a functional evaluation of the impact of the provision of appropriate assistive technology and appropriate services to the participant in the customary environment of the waiver participant; (B) services consisting of purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices for participants; applying, maintaining, repairing, or replacing assistive technology devices; (C) services consisting of selecting, designing, fitting, customizing, adapting; (D) coordination and use of necessary therapies, interventions, or services with assistive technology devices, such as therapies, interventions, or services associated with other services in the care plan. The costs associated with delivery and repairs of the items allowable under this service are also included.

Examples include, but are not limited to, a transfer pole, grabber/reacher, dressing aid or sock aid, etc.

6. **Supplemental Homemaker Services (3.1):** are for purposes of household support and applies to the performance of household tasks rather than to the care of the waiver participant. Homemaker activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance. waiver participant instruction in performing household tasks and meal preparation may also be provided.

The care manager completes a health and psychosocial assessment which assess all waiver participant needs including the need for homemaker services and personal care. The assessments also consider IHSS services in place and whether the waiver participant's needs are being met.

Supplemental Homemaker Services under the MSSP Waiver are limited to additional services not otherwise covered under the State Plan or under IHSS, but consistent with the Waiver objectives of avoiding institutionalization.

Services purchased using 3.1 can supplement but not supplant IHSS.

7. **Supplemental Personal Care (3.2):** 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

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

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.

Supplemental Personal Care under the MSSP Waiver is limited to additional services not otherwise covered under the State Plan or under IHSS, but consistent with the Waiver objectives of avoiding institutionalization. Services are provided when personal care services furnished under the approved State Plan limits are exhausted. The scope and nature of these services do not differ from personal care services furnished under the State Plan. The provider qualifications specified in the State Plan apply.

Services purchased using 3.2 can supplement but not supplant IHSS.

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.

8. **Counseling & Therapeutic Services- Therapeutic Services** (3.3): This service addresses unmet needs of waiver participants when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria: The waiver participant assessment identifies need for this support and the care plan reflects the required service(s). MSSP waiver participants are extremely frail and, on occasion, in need of services that cannot be provided under that cannot be provided under Medi-Cal. This MSSP service supplements but does not supplant benefits provided by the State Plan. Therapeutic Services includes the following: foot care, massage therapy, and swim therapy.
9. **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. 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.

Waiver Participants that receive Supplemental Protective Supervision may also receive a room monitor under Communication: Device (9.2); however, are not allowed to also receive Emergency Response System (ERS) services.

Services purchased using 3.7 can supplement but not supplant IHSS.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

10. **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. waiver participant
- a) **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.
- b) **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:
- 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
 - 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 in which the decision is made to cease MSSP activity. For those individuals who do not successfully transition to the Waiver, billing is disallowed, as Federal Financial Participation (FFP) cannot be claimed for DCM services where the participant does not transition into the Waiver. No care management services available under the State Plan will be duplicated under the MSSP Waiver.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

11. **Consultative Clinical Services** (4.3): This service addresses the unmet needs of waiver participants when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria:
- The waiver participant assessment identifies need for this support and the care plan reflects the required service(s).
 - MSSP utilizes all of the services available under the State Plan prior to purchasing these services as Waiver Services. MSSP's waiver participants are extremely frail and, on occasion, in need of services that cannot be provided under Medi-Cal. This service is especially critical for persons recently discharged from acute hospitals or who are otherwise recovering at home from an acute illness or injury. This MSSP service supplements, but does not supplant, benefits provided by the State Plan.

In addition to the provision of care, waiver participants and their families/caregivers are trained in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

Allowable services are:

- Social services consultation
- Legal and paralegal professionals' consultation
- Dietitian/Nutrition consultation
- Pharmacy consultation
- Vital sign monitoring

12. **Respite** (5.1, 5.2): The State Plan does not provide for respite care. "Respite care services shall be subject to EVV requirements required by Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b)." 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.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

13. **Transportation** (6.3 and 6.4): 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 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 frail older adults and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for frail older adults and handicapped).

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.

14. **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.

Congregate Meal Sites are subject to Federal Home and Community-Based Settings (HCBS) requirements, meaning they must:

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

- Support access to the greater community;
- Be selected by the participant from among setting options;
- Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- Optimize autonomy and independence in making life choices;
- Facilitate choice regarding services and who provides them; and
- Be physically accessible.

Vendor contracts with Congregate Meal Sites must contain language that addresses Home and Community-Based Settings requirements as specified in 42 CFR 441.301(c)(4).

- 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) **Oral Nutritional Supplements (7.3):** If oral nutritional supplements (ONS) are to be purchased using Waiver Service funds, the following actions must occur and be documented in the Participant record:
- The Nurse Care Manager (NCM) must assess the waiver participant's nutritional needs and determine that an ONS is advisable.
 - The use of home-prepared drinks/supplements (instant breakfast, pureed food) has been explored and found not to meet the Participant's needs.
 - 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. Upon annual reassessment, if all criteria, including a new nutritional screen, are satisfied and the previous physician order has expired, another three months may be purchased. The physician's order must be renewed on an annual basis.

15. **Counseling & Therapeutic 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

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

making and carrying out decisions regarding personal finances.

- a. **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. 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.

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.

- b. **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. 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.
- c. **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.

16. **Communication (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 V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

- a. **Translation** (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. **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 (ERS) 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) Medic-alert type bracelets/pendants
- (iii) Intercoms
- (iv) Emergency Response System
- (v) Room/two-way monitors
- (vi) Light fixture adaptations (blinking lights, etc.)
- (vii) Telephone adaptive devices not available from the telephone company

This service is limited to additional services and items not otherwise covered under the State Plan but are consistent with Waiver objectives of avoiding institutionalization. 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.

Waiver Participants that receive Supplemental Protective Supervision may also receive a room monitor under Communication: Device; however, are not allowed to also receive ERS services. These types of devices are intended to assist in keeping at-risk waiver participants safe in the home and are not intended to replace an in-person support staff.

ARTICLE VI. ELECTRONIC VISIT VERIFICATION (EVV)

1. Electronic Visit Verification (EVV) is a telephone and computer-based solution validating that in-home service visits occur. EVV solutions shall verify the: a) type of service performed; b) individual receiving the service; c) date of the service; d) location of service delivery; e) individual providing the services; and f) time the service begins and ends.

2. Pursuant to Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b), Contractor shall implement DHCS-approved EVV solutions for Medicaid-funded personal care services and home health care services. Contractor and subcontractors shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 to prevent use or disclosure of the information as provided for by this Agreement.

**EXHIBIT A, Attachment 1
 General Information**

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number MS-2425-24.
2. The number of client slots per month shall be 299.
3. The services shall be performed in the catchment area zip codes listed in Exhibit G.
4. The services shall be provided as needed.
5. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: Riverside County Office on Aging
Name: MSSP Operations Manager	Name: Dennis Kabuye
Section/Unit: MSSP	Section/Unit: Administration
Address: 2880 Gateway Oaks Dr., Ste 200 Sacramento, CA 95834	Address: 3610 Central Ave, Ste 102 Riverside, CA 92506
Phone: (916) 419-7561	Phone: (951) 867-3869
Email: MSSPservice@aging.ca.gov	Email: dksbuye@rivco.org

Direct all contract document inquiries to:

State Agency: California Department of Aging	Contractor: Riverside County Office on Aging
Section/Unit: Subvention and Local Assistance Contracts Section	Section/Unit: Administration
Attention: Amanda Towers, Manager	Attention: Connie Gil, Site Director
Address: 2880 Gateway Oaks Dr., Ste 200 Sacramento, CA 95834	Address: 3610 Central Ave, Ste 102 Riverside, CA 92506
Phone: (916) 931-1805	Phone: (951) 867-3884
Email: BMBSubvention@aging.ca.gov	Email: cgil@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.

MS-2425 Contract
Exhibit B – Budget Detail and Payment Provisions

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment under the fee-for-service (FFS) payment model, the Contractor shall prepare and submit electronic claims through the State's Fiscal Intermediary (FI) 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 FI, 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 participant slot budget for the year.

E. Rate Adjustment

Any rate adjustments must be submitted to CDA for approval. The rate change request should be submitted to MSSPSservice@aging.ca.gov and include the following information in their rate change request:

- Billing Code
- Effective Date
- Current Rate
- Requested Rate

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 FFS 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.

MS-2425 Contract
Exhibit B – Budget Detail and Payment Provisions

2. 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.
3. 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.
4. 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.
5. Repayment of advances will be recovered from claims submitted to the State's FI after January 1st 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.
6. Repayment of any remaining advance funds not collected through the process described in subsection 6 above, will be recovered through the Audit 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.

MS-2425 Contract
Exhibit B – Budget Detail and Payment Provisions

ARTICLE II. FUNDS (Continued)

In State:

- [Mileage/Per Diem \(meals and incidentals\)/Lodging](#)

Out of State:

- [Travel and Relocation Policy-Human Resource Manual](#)

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 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.

MS-2425 Contract
Exhibit B – Budget Detail and Payment Provisions

ARTICLE II. FUNDS (Continued)

6. Any overpayment of funds must be deposited into an interest-bearing account.
- 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.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

MS-2425 Contract
Exhibit B – Budget Detail and Payment Provisions

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 eliminated 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 XII
 - 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 Waivers Services expenses only as itemized in the most recent approved or revised Budget. Care Management and Care Management Support categories shall be reimbursed up to the combined budget amount of both categories.
- 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 or the actual category expenditures whichever is less. The Care Management and Care Management Support categories will be treated as a combined total budget for determining maximum allowable reimbursement amount.
- 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.

MS-2425 Contract
Exhibit B – Budget Detail and Payment Provisions

ARTICLE III. BUDGET AND BUDGET REVISION (CONTINUED)

3. Consultation, Professional Services-Contractual Costs, subcontract, and consultant cost detail.
 4. Facility, Rent & Operations – specify square footage and rate.
 5. Equipment Cost equal to or greater than \$5,000 per Unit (Any Computing Equipment regardless of Cost) - detailed descriptions and unit costs needs to be identified on the Equipment tab in the Budget Template.
 6. Travel (Include: In State and Out of State) – mileage reimbursement rate, lodging, per diem and other costs.
 7. Equipment, Maintenance & Rental Costs; Supplies.
 8. Indirect Costs shall not exceed fifteen percent (15%) of direct salaries plus benefits.
 9. Other Costs - a detailed list of other operating expenses.
- E. The Contractor shall 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 (5) percent 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. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.
- G. Equipment/Property with per unit cost of \$5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification and approval from CDA and must be included in its approved MSSP budget.

MS-2425 Contract
Exhibit B – Budget Detail and Payment Provisions

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:

- A. Termination or suspension of this Agreement
- B. A finding by the State that the Contractor:
 - 1. 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
 - 2. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement; or
 - 3. Has allocated inventory to this Agreement substantially exceeding reasonable requirements; or
 - 4. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business
- C. 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.
- D. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or
- E. The commission of an act of bankruptcy.

MS-2425 Contract
Exhibit D – Special Terms and Conditions

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, F and G, an approved Budget as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "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.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
12. "Subcontractor" means the legal entity that receives funds from the Contractor to provide waiver services identified in this Agreement.
13. "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.
14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

MS-2425 Contract
Exhibit D – Special Terms and Conditions

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

15. "Waiver participant" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program.
16. "USC" means United States Code.
17. "OAA" means Older Americans Act.
18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1)
19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1)
20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84).
21. "Recoverable cost" means the questioned cost identified from an audit. (2 CFR 200.1)
22. "DHCS" means the Department of Health Care Services.
23. "HHS" means United States Department of Health and Human Services.

B. Resolution of Language Conflicts

Should the terms and conditions of this Agreement be found to conflict with one another, the following order of authority shall control:

1. Statutory law, subject to the doctrine of preemption, including, but not limited to: Section 1915(c) of Title XIX of the Social Security Act, 42 USC 1396n, Welfare and Institutions Code Sections 9560 to 9568, other Federal and California state codes and regulations governing the MSSP, and/or other applicable Federal and California state statutes and their implementing regulations.

MS-2425 Contract
Exhibit D – Special Terms and Conditions

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

2. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
3. Any other documents incorporated herein by reference including, as applicable, the MSSP Site Manual found at https://www.aging.ca.gov/Programs_Providers/MSSP/.
4. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

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

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.

B. Subcontracts

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

C. Nondiscrimination

The Contractor shall comply with all 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 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

MS-2425 Contract
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

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 California Public Contract Code § 2010 by submitting a completed [California Civil Rights Laws Certification](#), prior to execution of this Agreement.

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 ensures that Contractor 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.

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,

MS-2425 Contract
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

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 Deductions

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.

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:

MS-2425 Contract
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

- a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145]
[29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 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 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 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]
- J. Debarment, Suspension, and Other Responsibility Matters
1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

MS-2425 Contract
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 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 subcontractors.
 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's debarment/suspension status.
- 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.
 2. These documents, including minute orders, must also identify the action taken.

MS-2425 Contract
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

3. Documentation in the form of a resolution, order, or motion by the 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 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. This 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](#).
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal [System for Award Management](#).
3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

MS-2425 Contract
Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

4. 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.
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.

**MS-2425 Contract
Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

- P. The Contractor and its subcontractors/vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

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 on a voluntary basis 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(s), 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(s) 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 prime 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 of, and retention of records of subcontractors in accordance with Article VI of this Exhibit.
- 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.

**MS-2425 Contract
Exhibit D – Special Terms and Conditions**

ARTICLE V. SUBCONTRACTS (Continued)

- 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 require all subcontractors to maintain adequate staff to meet the subcontractors' agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- I. If a private nonprofit corporation, the subcontractor(s) shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- J. The Contractor shall refer to 2 CFR 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.
- K. The Contractor shall utilize procurement procedures as follows:

The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

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 "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers. 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

MS-2425 Contract
Exhibit D – Special Terms and Conditions

ARTICLE VI. RECORDS (Continued)

pertaining to this 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 of the July 1 through June 30 fiscal period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's 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, and (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 is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the DHCS under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. 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 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. 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.

MS-2425 Contract
Exhibit D – Special Terms and Conditions

ARTICLE VII. PROPERTY (Continued)

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.
 3. Property, for the purpose of this MSSP Agreement, does not include any equipment or supplies acquired on behalf of the waiver participant.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- 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 a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by CDA. The Contractor shall certify their reported property inventory annually by completing the Program Property Inventory Certification (CDA 9024).

MS-2425 Contract
Exhibit D – Special Terms and Conditions

ARTICLE VII. PROPERTY (Continued)

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

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

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 reportable property as defined in Section B of this Article. 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 and the Contractor has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, 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. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly 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.

MS-2425 Contract
Exhibit D – Special Terms and Conditions

ARTICLE VII. PROPERTY (Continued)

- 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 this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- 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.
 - 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.

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

MS-2425 Contract
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ARTICLE VIII. ACCESS (Continued)

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 AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and 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 CDA/DHCS funded 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. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
 - 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1)
 - b. Internal controls (2 CFR 200.303)
 - c. Allocation of expenditures (2 CFR 200.1)
 - d. Allowability of expenditures (2 CFR 200.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- 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; the 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: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

- b. 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.
- c. For purposes of reporting, 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 Catalog of Federal Domestic Assistance (CFDA) number.
- d. 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.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
3. Contract Resolution of Contractor's Subrecipients
- The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200, Subpart F-Audit Requirements

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles. [2 CFR 200.302]

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200, Subpart F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- D. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

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 for volunteers and paid employees providing services supported by this Agreement.
 - 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - 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. (All programs except Title V).
- 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.

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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 as 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 insurance appropriate to the work to be performed, in alignment with industry standards and the requirements set forth in the California Civil Code, California Public Contracting Code, and the relevant sections of the California Insurance Code. This insurance shall be for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and/or any other form of insurance as may be proper in the industry in which the Contractor is performing under this Agreement. Further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of 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 Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

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ARTICLE XII. TERMINATION

A. 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, 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 Exhibit E of this Agreement. The parties agree that, apart from the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

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 unless the grounds for termination are due to threat to life, health, or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. A violation of the law or failure to comply with any condition of this Agreement.
2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
3. Failure to comply with reporting requirements.
4. 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.
5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

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ARTICLE XII. TERMINATION (Continued)

6. 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.
7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
8. The commission of an act of bankruptcy.
9. Finding of debarment or suspension. [Article II J]
10. The Contractor's organizational structure has materially changed.
11. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.
12. In case of threat of life, health, or safety of the public, termination of the Agreement shall be effective immediately.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, 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.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

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Exhibit D – Special Terms and Conditions

ARTICLE XII. TERMINATION (Continued)

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days. Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of waiver participants, care of waiver participants, return of unspent funds; and disposition of property, which must be met prior to termination.

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.

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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 the 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. The Contractor must notify CDA of any change of legal name, main address, or name of the Director. This notice shall be addressed to the MSSP Bureau Manager on the Contractor's letterhead.
 - 1. The Contractor must notify CDA within thirty-five (35) days of relocation.
 - 2. In addition, any change of address or name also requires an Agency Contract Representative form to be submitted to Business Management Bureau as stated in Exhibit D, Article XVII.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, Multipurpose Senior Services Program Bureau, 2880 Gateway Oaks, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. 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.

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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 Business Management Bureau (BMB). 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 CDA's BMB.

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 the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, 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; DOF Budget Letter 06-34; and 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

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for 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

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

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 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. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
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.
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 handling confidential, sensitive and/or personal identifying information must complete the required [CDA Security Awareness Training](#) module within thirty (30) days of the start date of the Contract/Agreement, within

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

2. thirty (30) days of the start date of any new employee, subcontractor, vendor or volunteer's employment and annually thereafter.

3. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that subcontractors/vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or are reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its subcontractors/vendors, must comply with [CDA's security incident reporting procedure](#).

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its subcontractors/vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. 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.

J. Electronic Backups

The Contractor, and its subcontractors/vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

Contractor, and its subcontractors/vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its subcontractors/vendors.

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 grant permission or give reason for denying permission 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 to 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.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying waiver participant information authorized by the participant or summary program information which is not waiver participant specific.

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ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

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. Subject only to other provisions of this Agreement, 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.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible waiver participant 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.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- 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 11162]
 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 waiver participant population 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 11162]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

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 waiver participants' 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 waiver participants. [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. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. SUBCONTRACTING PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. Contractor shall ensure that all subcontractors of Waiver Services complete a CDA-approved Vendor Application.
- B. Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors who would not be able to provide the needed services and provide for awards to the lowest responsible and responsive bidder(s) as defined in California State Contracting Manuals.
- C. Subcontracts for Purchased Waiver Services shall consist of standard format language consistent with this Agreement.
- D. 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, and/or in subcontractors' operations.
- E. Contractor shall require all subcontractors to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it appropriately relates to services rendered.
- F. Contractors shall ensure all subcontractors comply with Electronic Visit Verification (EVV) requirements pursuant to federal and state law. Updated guidance may be obtained through DHCS, the state department overseeing EVV implementation.
- G. The Contractor shall make timely payments to its subcontractors under this Agreement.

ARTICLE II. RECORDS PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

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.

ARTICLE III. PROPERTY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

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 IV. AUDIT REQUIREMENT PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. 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 principal circulars.

ARTICLE IV. AUDIT REQUIREMENT PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT
(Continued)

- B. 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.
- C. 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.
- D. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- E. 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.
- F. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- G. The Contractor shall cooperate with, and participate in, any further audits which may be required by DHCS.
- H. 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 Audits and Risk Management 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]
- I. The Catalog of Federal Domestic Assistance Number is 93.778, Grantor Medical Assistance Program.

ARTICLE V. TERMINATION OBLIGATIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. After CDA's Notice of Termination or the Contractor's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) and except as directed by CDA, the Contractor shall immediately proceed

ARTICLE V. TERMINATION OBLIGATIONS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. 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.
2. Maintain staff to provide services to waiver participants during the course of waiver participant transition.
3. Deliver updated waiver participant records to the subsequent MSSP contractor or as directed by CDA.
4. 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.
5. 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.
6. Submit a full accounting and closeout of the Contractor's existing budget.
7. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the Contract.
8. 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).
9. Submit a Transition Plan as specified in Article VII of this Exhibit.

ARTICLE VI. INFORMATION INTEGRITY AND SECURITY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. Contractor acknowledges that it has been provided a copy of the Health Insurance Portability and Accountability Act (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

ARTICLE VI. INFORMATION INTEGRITY AND SECURITY PROVISIONS SPECIFIC TO THIS
MSSP AGREEMENT (Continued)

- B. technical safeguards to protect Protected Health Information (PHI) and Personal Information (PI), as specified in Exhibit F.
- C. Contractor, and its subcontractors/vendors, agrees that any security incidents or breaches of unsecured PHI or PI will be immediately reported to CDA as described in [CDA's Security Incident Reporting Procedures](#) and to DHCS in the manner described in Exhibit F.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT

- A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of delivery of the written Notice to Terminate the Contract (pursuant to Exhibit D, Article XII of this Agreement). The Transition Plan must be approved by CDA and shall, at a minimum, include the following:
 - 1. A current waiver participant count and identifying waiver participant information upon request.
 - 2. A description of how waiver participants will be notified about the change in their MSSP provider.
 - 3. A plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services for MSSP waiver participants.
 - 4. A plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals.
 - 5. A plan to evaluate the health and safety of waiver participants in order to assure appropriate placement.
 - 6. A plan to transfer confidential waiver participant records to a new contractor or care management agency.
 - 7. A plan to maintain adequate staff to provide continued care to MSSP waiver participants through the term of the Contract.
 - 8. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract.
 - 9. Additional information as necessary to affect a safe transition of waiver participants to other MSSP or community care management programs.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT (Continued)

- B. 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.
- C. If the Contractor fails to provide and implement a transition plan as required by Section A of this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.
- D. Phase-out Requirements for this Agreement:
 - 1. Consist of the processing, payment, and monetary reconciliation necessary to pay claims for Waiver Services.
 - 2. 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.
 - 3. Require all data and information provided by the Contractor to CDA to be accompanied by a letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT

- A. The Contractor shall submit to the State written reports, on a format prescribed by the State, as follows:
 - 1. Quarterly Status Reports
 - a. Reports are due no later than the 30th of the month, following the close of the quarter unless otherwise specified by CDA.
 - 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, Critical Incident reporting, internal/external program reviews and

MS-2425 Contract
Exhibit E – Additional Provisions

corrective action plans, waiver participant satisfaction surveys, policy changes, and contract compliance regarding contracted caseload

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT
(Continued)

- 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 – Report is used for the entire fiscal year and is submitted quarterly for review by CDA. The report shall include all critical incidents, and the status should be updated in each quarter for any previously listed incidents. The comments section should be concise, but informative, and provide detail of the incident that occurred with actions or interventions placed with corresponding dates.
- Fiscal Reporting – Expenditure data by budget category and receivables by budget category

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 and response
- 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

ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP AGREEMENT
(Continued)

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

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

4. Monthly active waiver participant count

Reports are due on the 5th working day 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.

MS-2425 Contract
Exhibit F- HIPAA Business Associate Addendum

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS' behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. Permitted Uses and Disclosures of PHI by Business Associate

Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure

9.1.1 Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of [NIST SP 800-53, Revision 5](#), is available online at; updates will be available online through the [Computer Security Resource Center website](#).

9.2.3 Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the [Cryptographic Module Validation Program Search](#), with information about the [Cryptographic Module Validation Program under FIPS 140-2](#). In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

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Exhibit F- HIPAA Business Associate Addendum

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent

Business Associate shall ensure that any agents, subcontractors, sub awardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations

To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. 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. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data

If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS

- 18.1.1** Business Associate shall notify DHCS immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

MS-2425 Contract
Exhibit F- HIPAA Business Associate Addendum

18.1.2 Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at the [DHCS Data Privacy webpage](#).

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

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation

Business Associate shall immediately investigate such security incident or breach.

18.3 Complete Report

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals

If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS

If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information

To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

18.6.1 DHCS Program Contract Manager

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

18.6.2 DHCS Privacy Office

Privacy Office
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (916) 445-4646

18.6.3 DHCS Information Security Office

Information Security Office
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS

DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

- 21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
- 21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings

DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer

DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment

- 22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself and its employees and agents 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 and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 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.

**Catchment Area Zip Codes – Exhibit G
MS 2425 Contract**

MS-2425-24

RIVERSIDE COUNTY OFFICE ON AGING

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

STANDARD AGREEMENT
RCOOA STD AGT (Rev. 3/2022)

AGREEMENT NO. OOA-MS-2425-XXXX	PURCHASING AUTHORITY August XX, 2024, item X.XX
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1. This Standard Agreement (herein referred to as "Agreement") is made and entered into by and between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
County of Riverside, a political subdivision of the State of California, on behalf of Riverside County Office on Aging

CONTRACTOR NAME
XXXXXXXXXX

2. The term of this Agreement is:

START DATE
7/01/2024

THROUGH END DATE
6/30/2025

3. The maximum amount of this Agreement is:

\$XXXXXXXXXXXX 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	13 pages
Exhibit B	Budget Detail and Payment Provisions	6 pages
Exhibit B, Attachment 1	MSSP Service Code Rates	1 page
Exhibit C	General Terms and Conditions	5 pages
Exhibit D	Special Terms and Conditions	29 pages
Exhibit E	Additional Provisions	4 pages
Exhibit F	HIPAA Business Associate Addendum	12 pages
Exhibit G	Catchment Area Zip Codes	1 page

Items shown with an asterisk (*) (if any), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.rcaging.org/Vendor-Resources>

5. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

XXXXXXXXXX

CONTRACTOR BUSINESS ADDRESS XXXXX	CITY XXXXX	STATE CA	ZIP XXXXX
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PRINTED NAME OF PERSON SIGNING XXXXX	TITLE XXXXX
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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COUNTY OF RIVERSIDE

CONTRACTING AGENCY NAME

Riverside County Office on Aging

CONTRACTING AGENCY ADDRESS
3610 Central Avenue, Suite 102

CITY
Riverside

STATE
CA

ZIP
92506

PRINTED NAME OF PERSON SIGNING
Jewel Lee

TITLE
Director of Office on Aging

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

COUNTY COUNSEL APPROVAL AS TO FORM

DATE SIGNED

ARTICLE I. [INTENTIONALLY OMITTED]

ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

The MSSP is a Medi-Cal Home and Community Based Services Waiver, Control Number CA.0141.R07.00 authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act (HCBS Waiver). 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

Pursuant to an Interagency Agreement between Department of Health Care Services (DHCS) and California Department of Aging (CDA), CDA contracts with local government entities, such as the Riverside County Office on Aging (RCOOA). RCOOA will enter into agreements with non-profit organizations as the Service Providers for the implementation of the MSSP throughout the catchment area identified in Exhibit G. The RCOOA is responsible for arranging for and monitoring community services to the MSSP Waiver Participant population in the catchment area identified in Exhibit G 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; and 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 Service Provider in collaboration with the RCOOA uses a care management team to assess eligibility and need and provide for delivery of services. The Service Provider is reimbursed for expenditures in accordance with an invoice submitted to RCOOA as describes in Exhibit B, Article I, Section A.

ARTICLE III. MSSP PROGRAM OPERATIONS

If applicable, the Service Provider 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 Service Provider shall directly provide or arrange for the continuous availability and accessibility of all services identified in each Waiver Participant's care plan. The Service Provider shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, the Service Provider shall incorporate the following components into the scope of operations:

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

A. Care Management Team

1. The Service Provider 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 Service Provider shall provide to its assigned Riverside County Office on Aging (RCOoA) liaison, a copy of the organization chart within thirty (30) days of the execution of this Agreement.
2. The Service Provider shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications set forth in 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 Service Provider 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 Service Provider's Care Management Team shall perform the MSSP Waiver Participant's assessments and work with the MSSP Waiver Participant, family, managed care plans, 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.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

C. Purchased Waiver Services

“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 Service Provider may purchase MSSP Purchased Waiver Services when necessary to support the well-being of a MSSP Waiver Participant.

1. Prior to purchasing services, the Service Provider shall verify, and document its efforts, that alternative resources are not available (e.g. family, friends and other community resources)
2. The Service Provider may either enter into contracts with subcontractors to provide Purchased Waiver Services or directly purchase items through the use of a purchase order.
3. The Service Provider 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 Care (ADC)
 - b) Minor Home Repair/Maintenance Services
 - c) Supplemental Homemaker, Personal Care and Protective Supervision Services
 - d) Consultative Clinical Services
 - e) Respite Care
 - f) Transportation
 - g) Meal Services
 - h) Counseling and Therapeutic Services
 - i) Communication Services
4. The Service Provider shall assure that its subcontractors have the license(s), credentials, qualifications or experience to provide services to the MSSP Participant.
5. The Service Provider shall be responsible for coordinating and tracking MSSP Purchased Waiver Services for a MSSP Waiver Participant.
6. The Service Provider 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.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

D. Case Files

The Service Provider 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 RCOOA:

1. Application for the MSSP
2. MSSP Authorization for Use and Disclosure of Protected Health Information
3. Participant Enrollment/Termination Information
4. Level of Care Certification "Level of Care" (LOC) means a clinical certification by the Service Provider that a MSSP Applicant or MSSP Waiver Participant meets the requirement(s) for a nursing facility placement.
5. MSSP Initial Health Assessment, MSSP Initial Psychosocial Assessment, and MSSP Reassessments
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 Service Provider shall maintain and operate an MIS at its site. The Service Provider 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:

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- 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 RCOOA by the 5th working day of the month (unless otherwise specified by RCOOA), the active Waiver Participant count for the preceding month. The active Waiver Participant count consists of the number of Waiver Participants actively 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. Submit to RCOOA, by the 5th working day of the month (unless otherwise specified by RCOOA), the Wait List of Participants as of the last day of the previous month. "Wait List" means a list of potential MSSP Participants, established, and maintained by the Service Provider, when the Service Provider 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 Service Provider determines the priority of enrollment into the MSSP in accordance with RCOOA and CMS requirements.
 7. Verify all service data within ninety (90) calendar days of the date of service. The Service Provider shall submit this data to RCOOA by the 5th calendar day of the following month ninety-five (95) days from the end of the month of services.

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

F. Emergency Preparedness

1. The Service Provider 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 Service Provider 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 Service Provider 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.
4. The Service Provider 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 Service Provider shall develop a method for documenting the emergency preparedness training provided for all staff.
6. The Service Provider shall develop a program for testing its emergency preparedness plan at least annually.

G. Other Provisions

1. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider. Final authority to decide claims shall be vested with the Service Provider. The subcontractor has no right of appeal to RCOOA.
4. The Service Provider shall serve participants in the Catchment Area as defined in Exhibit G of this Agreement.
5. The Service Provider shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the RCOOA MSSP Branch. The Service Provider shall comply with any and all changes to State and federal law. The Service Provider shall include this requirement in each of its subcontracts.
6. The Service Provider shall make staff available to Riverside County Office on Aging (RCOoA) for training and meetings which RCOoA may find necessary from time to time.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER

Services Provided Under the Waiver – Service Providers must have the ability to provide the following services to MSSP Waiver Participants:

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 (Service Code 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 health 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 Department of Social Services (DSS) licenses these centers as community care facilities.

Adult Day Care centers are subject to Federal Home and Community-Based Settings (HCBS) requirements, meaning they must:

- Support access to the greater community;
- Be selected by the participant from among setting options;
- Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- Optimize autonomy and independence in making life choices;
- Facilitate choice regarding services and who provides them; and
- Be physically accessible.

Vendor contracts with Adult Day Care centers must contain language that addresses Home and Community-Based Settings requirements as specified in 42 CFR 441.301(c)(4).

2. **Minor Home Repairs and Maintenance (2.2):** Minor Home Repairs do not involve structural changes or major 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.
3. **Non-medical Home Equipment (Service Code 2.3):** Includes equipment and supplies which address a Waiver Participant's functional limitation and/or condition, are necessary to assure the Waiver Participant's health, safety, and independence, and are not otherwise provided through this Waiver or through the State Plan.

Allowable items:

Small appliances; Large appliances; Furniture; Home safety devices;
Clothing related items; Paperwork related; Organizing items;

Household items (Items that are not specifically designed for home safety, but are necessary to maintain independence and safety in the home); Kitchenware; Bedding/Bath items; Exercise equipment; Social support/ Therapeutic activity supplies; Personal care items (Items related to personal care and the prevention of skin breakdown); Health related supplies (Items that have a health component, but are not covered by the State Plan); Incontinence supplies (gloves, wipes, washcloths and creams) Experimental or prohibited treatments are excluded as well as those items and services solely for entertainment or recreation. The costs associated with delivery and repairs of the items allowable under this service are also included.

4. **Community Transition Services- (2.4):** These services allow for non-recurring moving and/or set-up expenses for individuals who make the transition from an institution to their own home or apartment in the community. Eligible Waiver Participants are those who reside in a facility/institution or care provider-owned residence and are transitioning from a facility/institution to their own home or apartment in the community where the person is directly responsible for his or her own living expenses. Allowable expenses are those necessary to enable a person to establish a basic household that do not constitute room and board and may include: (a) security deposits that are required to obtain a lease on an apartment or home; (b) essential household furnishings required to occupy and use a community domicile, including furniture, window coverings, food preparation items, and bed/bath linens; (c) set-up fees or deposits for utility or service access, including telephone, electricity, heating and water; (d) services necessary for the Waiver Participant's health and safety such as pest eradication and one-time cleaning prior to occupancy; (e) moving services, which may include materials and necessary labor; (f) activities to assess need, arrange for and procure need resources. Community Transition Services do not include monthly rental or mortgage expense; food, regular utility charges; and/or household appliances or items that are intended for purely diversional/recreational purposes.
5. **Assistive Technology (Service Code 2.6):** Assistive technology means an item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of participants. Assistive technology service means a service that directly assists a Waiver Participant in the selection, acquisition, or use of an assistive technology device. Assistive technology includes: (A) the evaluation of the assistive technology needs of a Waiver Participant, including a functional evaluation of the impact of the provision of appropriate assistive technology and appropriate services to the participant in the customary environment of the Waiver Participant; (B) services consisting of purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices for participants;

applying, maintaining, repairing, or replacing assistive technology devices; (C) services consisting of selecting, designing, fitting, customizing, adapting; (D) coordination and use of necessary therapies, interventions, or services with assistive technology devices, such as therapies, interventions, or services associated with other services in the care plan; (E) the costs associated with delivery and repairs of the items allowable under this service are also included. Examples include, but are not limited to, a transfer pole, grabber/reacher, dressing aid or sock aid, etc.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (CONTINUED)

6. **Supplemental Homemaker Services** (Service Code 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. Homemaker activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance. Waiver Participant instruction in performing household tasks and meal preparation may also be provided.

The care manager completes a health and psychosocial assessment which assess all Waiver Participant needs including the need for homemaker services and personal care. The assessments also consider IHSS services in place and whether the Waiver Participant's needs are being met.

Supplemental Homemaker Services under the MSSP Waiver are limited to additional services not otherwise covered under the State Plan or under IHSS, but consistent with the Waiver objectives of avoiding institutionalization.

Services purchased using 3.1 can supplement but not supplant IHSS.

7. **Supplemental Personal Care** (Service Code 3.2): 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.

Supplemental Personal Care under the MSSP Waiver is limited to additional services not otherwise covered under the State Plan or under IHSS, but consistent with the Waiver objectives of avoiding institutionalization. Services are provided when personal care services furnished under the approved State Plan

limits are exhausted. The scope and nature of these services do not differ from personal care services furnished under the State Plan. The provider qualifications specified in the State Plan apply.

Services purchased using 3.2 can supplement but not supplant IHSS.

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.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

8. **Counseling & Therapeutic Services - Therapeutic Services** (Service Code 3.3): This service addresses unmet needs of Waiver Participants when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria: The Waiver Participant assessment identifies need for this support and the care plan reflects the required service(s). MSSP Waiver Participants are extremely frail and, on occasion, in need of services that cannot be provided under that cannot be provided under Medi-Cal. This MSSP service supplements but does not supplant benefits provided by the State Plan. Therapeutic Services includes the following: foot care, massage therapy, and swim therapy.
9. **Supplemental Protective Supervision** (Service Code 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. 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.

Waiver Participants that receive Supplemental Protective Supervision may also receive a room monitor under Communication: Device; however, are not allowed to also receive Emergency Response System (ERS) services.

Services purchased using 3.7 can supplement but not supplant IHSS.

10. **Care Management** (Service Code 50 and 4.6): 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.

- a) **Care Management** (Service Code 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 Service Provider 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.
- b) **Deinstitutional Care Management (DCM)** (Service Code 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:
 - 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
 - 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 in which the decision is made to cease MSSP activity. For those individuals who do not successfully transition to the Waiver, billing is disallowed, as Federal Financial Participation (FFP) cannot be claimed for DCM services where the participant does not transition into the Waiver. No care management services available under the State Plan will be duplicated under the MSSP Waiver.

11. **Consultative Clinical Services** (Service Code 4.3): This service addresses the unmet needs of Waiver Participants when such care is not otherwise available under the State Plan. These services will be provided based on the following criteria:

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

- The Waiver Participant assessment identifies need for this support and the care plan reflects the required service(s).
- MSSP utilizes all of the services available under the State Plan prior to purchasing these services as Waiver Services. MSSP's Waiver Participants are extremely frail and, on occasion, in need of services that cannot be provided under Medi-Cal. This service is especially critical for persons recently discharged from acute hospitals or who are otherwise recovering at home from an acute illness or injury. This MSSP service supplements, but does not supplant, benefits provided by the State Plan.

In addition to the provision of care, Waiver Participants and their families/caregivers are trained in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

Allowable services are:

- Social services consultation
- Legal and paralegal professionals' consultation
- Dietitian/Nutrition consultation
- Pharmacy consultation
- Vital sign monitoring

12. **Respite** (Service Code: 5.1, 5.2): The State Plan does not provide for respite care. "Respite care services shall be subject to EVV requirements required by Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b)." 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.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

13. **Transportation** (Service Codes: 6.3 and 6.4): 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 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 frail older adults and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for frail older adults and handicapped).

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.

14. **Nutritional Services** (Service Codes: 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** (Service Code: 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.

Congregate Meal Sites are subject to Federal Home and Community-Based Settings (HCBS) requirements, meaning they must:

- Support access to the greater community;
- Be selected by the participant from among setting options;
- Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- Optimize autonomy and independence in making life choices;
- Facilitate choice regarding services and who provides them; and
- Be physically accessible.

Vendor contracts with Congregate Meal Sites must contain language that addresses Home and Community-Based Settings requirements as specified in 42 CFR 441.301(c)(4).

- b) **Home Delivered Meals** (Service Code: 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) **Oral Nutritional Supplements** (Service Code: 7.3): If oral nutritional supplements (ONS) are to be purchased using Waiver Service funds, the following actions must occur and be documented in the Participant record:
- The Nurse Care Manager (NCM) must assess the Waiver Participant's nutritional needs and determine that an ONS is advisable.
 - The use of home-prepared drinks/supplements (instant breakfast, pureed food) has been explored and found not to meet the Participant's needs.
 - 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. Upon annual reassessment, if all criteria, including a new nutritional screen, are satisfied and the previous physician order has expired, another three months may be purchased. The physician's order must be renewed on an annual basis.

15. **Counseling & Therapeutic Services** (Service Codes: 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.

a. **Social Support** (Service Codes: 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. 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.

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.

b. **Therapeutic Counseling** (Service Code: 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. 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.

c. **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.

16. **Communication** (Service Codes: 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.

a) **Translation** (Service Code: 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.

ARTICLE V. DEFINITIONS OF SERVICES PROVIDED UNDER THE WAIVER (Continued)

b) **Device** (Service Code: 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 (ERS) 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) Medic-alert type bracelets/pendants
- (iii) Intercoms
- (iv) Emergency Response System
- (v) Room/two-way monitors
- (vi) Light fixture adaptations (blinking lights, etc.)
- (vii) Telephone adaptive devices not available from the telephone company

This service is limited to additional services and items not otherwise covered under the State Plan but are consistent with Waiver objectives of avoiding institutionalization. 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.

Waiver Participants that receive Supplemental Protective Supervision may also receive a room monitor under Communication: Device; however, are not allowed to also receive ERS services. These types of devices are intended to assist in keeping at-risk Waiver Participants safe in the home and are not intended to replace an in-person support staff.

ARTICLE VI. ELECTRONIC VISIT VERIFICATION (EVV)

1. Electronic Visit Verification (EVV) is a telephone and computer-based solution validating that in-home service visits occur. EVV solutions shall verify the: a) type of service performed; b) individual receiving the service; c) date of the service; d) location of service delivery; e) individual providing the services; and f) time the service begins and ends.

ARTICLE VI. ELECTRONIC VISIT VERIFICATION (EVV) (CONTINUED)

2. Pursuant to Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b), Service Provider shall implement DHCS-approved Electronic Visit Verification (EVV) solutions for Medicaid-funded personal care services and home health care services. Service Provider and subcontractors shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 to prevent use or disclosure of the information as provided for by this Agreement.

ARTICLE VII. TERM OF AGREEMENT

This Agreement shall be effective MONTH DAY, YEAR, and continues in effect through MONTH DAY, YEAR, with the option to renew for (2) additional one-year terms, contingent and based upon additional funding made available by the state, unless terminated earlier.

OOA-MS-2425-XXXX Contract
Exhibit A – Scope of Work

SERVICE PROVIDER shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the performance period.

OOA-MS-2324-SCHC Contract
Exhibit B- Budget Detail and Payment Provisions

ARTICLE I. INVOICING AND PAYMENT

- A. The SERVICE PROVIDER shall be paid in accordance with an invoice submitted to RCOOA within fifteen (15) days from the last day of each calendar month, and RCOOA shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to SERVICE PROVIDER only after services have been rendered or delivery of materials or products, and acceptance has been made by RCOOA. For this Agreement, send invoices to:

Riverside County Office on Aging
Fiscal-Accounts Payable
3610 Central Ave, Ste 102
Riverside, CA 92506

OOASUBCONTRACTORAP@RIVCO.ORG

B. Reimbursement for Performance

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

C. Rate Adjustment

Any rate adjustments must be submitted to RCOOA for approval. The rate change request should be submitted to OOAContracts@rivco.org and include the following information in their rate change request:

- Billing Code
- Effective Date
- Current Rate
- Requested Rate

D. Advance Payments

1. If applicable, RCOOA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for Service Providers providing services under the FFS payment model. Upon approval of this Agreement, the Service Provider may request an advance not to exceed twenty-five percent (25%) of the total contract amount.

ARTICLE I. INVOICING AND PAYMENT (CONTINUED)

2. A request for an advance payment shall be on the Service Provider'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 RCOOA.
3. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Service Provider. If, after settlement of the Service Provider's final claim, the RCOOA determines an amount is owed, RCOOA shall notify the Service Provider and the Service Provider shall refund the requested amount within ten (10) working days of the date of the County's request.
4. The Service Provider 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 Service Provider shall repay to RCOOA, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
5. Repayment of advances will be recovered from claims submitted to the RCOOA after January 1st of each fiscal year and be collected at fifty percent (50%) of each claim submitted until the amount advanced is repaid. The Service Provider may at any time be required to repay to RCOOA all or any part of the advance.
6. Repayment of any remaining advance funds not collected through the process described in subsection 6 above, will be recovered through the Audit process.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Service Provider 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.

OOA-MS-2324-XXXX Contract
Exhibit B – Budget Detail and Payment Provisions

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging

Out of State:

- Travel and Relocation Policy-Human Resource Manual

This is not to be construed as limiting the Service Provider from paying any differences in costs, from funds other than those provided by RCOOA, between the CalHR rates and any rates the Service Provider 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 Service Provider agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. RCOOA reserve the right to refuse payment to the Service Provider or later disallow costs for any expenditure as determined by RCOOA 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 Service Provider agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Service Provider under this Contract, shall be paid by the Service Provider to RCOOA to the extent that they are properly allocable to costs for which the Service Provider has been reimbursed by RCOOA under this Contract.
5. RCOOA 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 Service Provider in relation to the program funded through this Contract. RCOOA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Service Provider is required to acknowledge the support of RCOOA in writing, whenever publicizing the work under this Agreement in any media.
6. Any overpayment of funds must be deposited into an interest-bearing account.

OOA-MS-2324-XXXX Contract
Exhibit B – Budget Detail and Payment Provisions

ARTICLE II. FUNDS (CONTINUED)

- B. The Service Provider 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 Service Provider 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 Service Provider, upon written demand, shall immediately return to RCOOA 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.

ARTICLE III. BUDGET AND BUDGET REVISION

Payment for performance by the Service Provider 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 County for any payment may arise under this contract until funds are made available and until the Service Provider 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 County shall have the option to either:
 - a. Terminate the Contract pursuant to Exhibit D, Article XII
 - b. Offer a contract amendment to the Service Provider to reflect the reduced funding for this contract

 - 2. In the event that the RCOOA elects to offer an amendment, it shall be mutually understood by both parties that the RCOOA 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 RCOOA shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.
- B. The Service Provider shall be reimbursed for category expenses only as itemized in the most recent approved or revised Budget.

ARTICLE III. BUDGET AND BUDGET REVISION (CONTINUED)

- C. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by RCOOA under this Agreement or the actual category expenditures whichever is less.
- D. The budget shall include at the minimum (if applicable) the following line items but not be limited to:
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. Consultation, Professional Services-Contractual Costs, subcontract and consultant cost detail.
 4. Facility, Rent & Operations – specify square footage and rate.
 5. Equipment - detailed descriptions and unit costs.
 6. Travel – mileage reimbursement rate, lodging, per diem and other costs.
 7. Indirect Costs shall not exceed fifteen percent (15%) of direct salaries plus benefits.
 8. Other Costs - a detailed list of other operating expenses and supporting documentation as requested by the County.
- E. If applicable, Budgeting processes and conditions will be subject to instructions that will be issued to the Service Provider under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

The County, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Service Provider, 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:

OOA-MS-2324-XXXX Contract
Exhibit B – Budget Detail and Payment Provisions

- A. Termination or suspension of this Agreement
- B. A finding by the County that the Service Provider:
 - 1. 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
 - 2. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement; or
 - 3. Has allocated inventory to this Agreement substantially exceeding reasonable requirements; or
 - 4. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business
- C. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Service Provider's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Service Provider.
- D. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or
- E. The commission of an act of bankruptcy.

**OOA-MS-2324-XXXX Contract
Exhibit B – Budget Detail and Payment Provisions**

OOA-MS-XXXX-XXXX Contract
Exhibit C – General Terms and Conditions

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the County, if required. Service Provider 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 Service Provider, either in whole or in part, without the consent of the County in the form of a formal written amendment.
4. AUDIT: Service Provider agrees that the County and State or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Service Provider 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. Service Provider 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, Service Provider agrees to include a similar right of the County and 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: Service Provider agrees to indemnify, defend and save harmless the County, 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 Service Provider in the performance of this Agreement.
6. DISPUTES: Service Provider shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The County may terminate this Agreement and be relieved of any payments should the Service Provider fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the County may proceed with the work in any manner deemed proper by the County. All costs to the County shall be deducted from any sum due the Service Provider under this Agreement and the balance, if any, shall be paid to the Service Provider upon demand.

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

9. RECYCLING CERTIFICATION: The Service Provider 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 County 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, Service Provider 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. Service Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Service Provider 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 State or County to implement such article. Service Provider shall permit access by representatives of the Department of Fair Employment and Housing, CDA and the County 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. Service Provider 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.)

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

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

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

13. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

14. ANTITRUST CLAIMS: The Service Provider by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Service Provider 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.
15. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Service Provider acknowledges in accordance with Public Contract Code 7110, that:
 - a. The Service Provider 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 Service Provider, 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.
 16. 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.
 17. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Service Provider 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.
 18. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Service Provider made a commitment to achieve small business participation, then Service Provider must within 60 days of receiving final payment under this Contract (or within such other time

OOA-MS-XXXX-XXXX Contract
Exhibit C – General Terms and Conditions

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 Service Provider made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Service Provider 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 Service Provider 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 Service Provider; (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.)

19. 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).)

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement, Exhibits A, B, C, D, E, F and G, an approved Budget as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Service Provider" means the governmental, nonprofit and/or for-profit entity contracted with RCOOA to provide MSSP Waiver Services to eligible Medi-Cal beneficiaries on behalf of the County pursuant to a Subgrantee Agreement between CDA and RCOOA.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "County" means the County of Riverside, including its Riverside County Office of Aging (RCOOA).
12. "Subcontractor" means the legal entity that receives funds from the Service Provider to provide waiver services identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Service Provider and the Subcontractor, including an agreement that the Service Provider considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. "Vendor" means an entity selling goods or services to the Service Provider or Subcontractor during the Service Provider or Subcontractor's performance of the Agreement.

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

15. "Waiver Participant" means any individual who has met MSSP eligibility requirements and been enrolled in the MSSP program.
16. "USC" means United States Code.
17. "OAA" means Older Americans Act.
18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1)
19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1)
20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84).
21. "Recoverable cost" means the questioned cost identified from an audit. (2 CFR 200.1)
22. "DHCS" means the Department of Health Care Services.

B. Resolution of Language Conflicts

The terms and conditions of this Agreement have the following order of precedence, if there is any conflict in what they require:

1. Statutory Law, subject to the doctrine of preemption, including, but not limited to: Section 1915(c) of Title XIX of the Social Security Act, 42 USC 1396n, Welfare and Institutions Code Sections 9560 to 9568, other Federal and California state codes and regulations governing the MSSP and/or other applicable Federal and California state statutes and their implementing regulations.
2. RCOOA's Standard Agreement with CDFAs.

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

3. This Standard Agreement between County and Service Provider, all Exhibits and any amendments thereto.
4. Any other documents incorporated herein by reference including, but not limited to, the MSSP Site Manual.
5. Program memos and other guidance issued by CDA or RCOOA.

ARTICLE II. ASSURANCES

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

The Service Provider 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 Service Provider and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Service Provider shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Service Provider shall comply with all 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 Service Provider shall comply with the following:

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

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

ARTICLE II. ASSURANCES (CONTINUED)

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

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

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

4. The Service Provider assures the County 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 Service Provider agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Service Provider 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 Service Provider 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 County determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.

ARTICLE II. ASSURANCES (CONTINUED)

2. This provision shall not be construed to prohibit employment of persons with whom the Service Provider'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 Service Provider 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, RCOOA 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 Deductions

The Service Provider 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.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Service Provider 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 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

ARTICLE II. ASSURANCES (CONTINUED)

- 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 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 RCOOA.
3. When funding is provided for construction and non-construction activities, the Service Provider must obtain prior written approval from RCOOA 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 Service Provider 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 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]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Service Provider 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.

ARTICLE II. ASSURANCES (CONTINUED)

- 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 Service Provider shall report immediately to RCOOA in writing, any incidents of alleged fraud and/or abuse by either the Service Provider or subcontractors.
 - 3. The Service Provider shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RCOOA.
 - 4. The Service Provider agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

- 1. If a public entity, the Service Provider shall submit to RCOOA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private non-profit or for-profit entity, the Service Provider shall submit to RCOOA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
- 2. These documents, including minute orders must also identify the action taken.

ARTICLE II. ASSURANCES (CONTINUED)

3. Documentation in the form of a resolution, order, or motion by the 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 Service Provider authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Service Provider's Staff

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

M. DUNS Number and Related Information

1. The DUNS number must be provided to RCOOA prior to the execution of this Agreement. Business entities may register for a [DUNS number](#).
2. The Service Provider must register the DUNS number and maintain an "Active" status within the federal [System for Award Management](#).
3. If RCOOA cannot access or verify "Active" status the Service Provider's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Service Provider's data entry for its DUNS number, the Service Provider must immediately update the information as required.

N. Corporate Status

1. The Service Provider shall be a public entity, private non-profit, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Service Provider shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Service Provider shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE II. ASSURANCES (CONTINUED)

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4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with RCOOA 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 Service Provider until satisfactory status is restored.

O. Lobbying Certification

The Service Provider, 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 Service Provider, 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 Service Provider shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Service Provider 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.
- P. The Service Provider and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the Riverside County Office on Aging, 3610 Central Ave., Ste. 102, Riverside, California 92506.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Service Provider 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 Service Provider 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(s), 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 Service Provider's decision is final, and the Subcontractor has no right of appeal to RCOOA.
- B. The Service Provider shall, in the event any subcontractor is utilized by the Service Provider for any portion of this Agreement, retain the prime 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 of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Service Provider shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Service Provider shall have no authority to contract for, or on behalf of, or incur obligations on behalf of RCOOA or the State.
- E. The Service Provider shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of RCOOA.
- F. The Service Provider shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.

ARTICLE V. SUBCONTRACTS (CONTINUED)

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- G. The Service Provider shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Service Provider, 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 Service Provider shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Service Provider. This staff shall be available to the County for training and meetings which the County may find necessary from time to time.
- I. If a private nonprofit or for-profit 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.
- J. The Service Provider shall refer to 2 CFR 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 Service Provider shall follow the procurement requirements in the applicable OMB Circular.
- K. The Service Provider shall utilize procurement procedures as follows:

The Service Provider shall obtain goods and services through open and competitive awards. Each Service Provider shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

ARTICLE VI. RECORDS

- A. If applicable, the Service Provider shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (RCOOA 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 RCOOA. All records pertaining to this Agreement must be made available for inspection and audit by the County or the State or their duly authorized agents, at any time during normal business hours.

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- B. All such records, including confidential records, must be maintained and made available by the Service Provider: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by RCOOA's, CDA's 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, and (3) for such longer period as RCOOA 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 Service Provider shall ensure that any resource directories and all Waiver Participant records remain the property of RCOOA upon termination of this Agreement and are returned to RCOOA or transferred to another contractor as instructed by RCOOA.
- 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 RCOOA, CDA and DHCS and is so stated in writing to the Service Provider.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the DHCS under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Service Provider are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by RCOOA during the audit resolution process.
- F. 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.

ARTICLE VII. PROPERTY (CONTINUED)

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Exhibit D – Special Terms and Conditions

3. Property, for the purpose of this MSSP Agreement, does not include any equipment or supplies acquired on behalf of the Waiver Participant.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- 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 Service Provider shall keep track of property purchased with funds from this Agreement and submit to RCOOA a Property Acquisition Form for all property furnished or purchased by either the Service Provider or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by RCOOA. The Service Provider shall certify their reported property inventory annually by completing the Program Property Inventory Certification.

ARTICLE VII. PROPERTY (CONTINUED)

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Exhibit D – Special Terms and Conditions

The Service Provider shall record, at minimum, the following information when property is acquired:

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

F. Disposal of Property

1. Prior to disposal of any property purchased by the Service Provider or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Service Provider must obtain approval from RCOOA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from RCOOA. The Service Provider shall email to RCOOA the electronic version of the Request to Dispose of Property. RCOOA will then instruct the Service Provider on disposition of the property. Once approval for disposal has been received from RCOOA and the Service Provider has reported to RCOOA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Service Provider's inventory report.
2. The Service Provider must remove all confidential, sensitive, or personal information from RCOOA 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. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Service Provider shall promptly notify RCOOA.

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.

ARTICLE VII. PROPERTY (CONTINUED)

OOA-MS-XXXX-XXXX Contract
Exhibit D – Special Terms and Conditions

- I. The Service Provider 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 Service Provider has complied with all written instructions from RCOOA regarding the final disposition of the property.
- J. In the event of the Service Provider's dissolution or upon termination of this Agreement, the Service Provider shall provide a final property inventory to RCOOA. RCOOA reserves the right to require the Service Provider to transfer such property to another entity, or to the County or the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Service Provider's dissolution, RCOOA will issue specific written disposition instructions to the Service Provider.
- L. The Service Provider shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Service Provider shall use it, if needed, and with written approval of RCOOA for other purposes in this order:
 - 1. For another RCOOA program providing the same or similar service.
 - 2. For another RCOOA-funded program.
- M. The Service Provider may share use of the property and equipment or allow use by other programs, upon written approval from RCOOA. As a condition of the approval, RCOOA may require reimbursement under this Agreement for its use.
- N. The Service Provider 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 Service Provider shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

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Exhibit D – Special Terms and Conditions

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

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized RCOOA representatives shall have the right to monitor and evaluate the Service Provider's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Service Provider shall cooperate with the RCOOA in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Service Provider shall monitor contracts and 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 RCOOA/CDA/DHCS funded programs.
- D. The Service Provider 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 RCOOA.

ARTICLE X. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Service Provider 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 for volunteers and paid employees providing services supported by this Agreement.

ARTICLE X. INSURANCE (CONTINUED)

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3. If applicable, or unless otherwise amended by future regulation, the Service Provider and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - 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. (All programs except Title V).
- 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 Service Provider shall notify the RCOOA within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: "The County of Riverside, Department of Aging, State of California, their officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California and County of Riverside under this Agreement." Professional liability coverage is exempt from this requirement.
 2. RCOOA shall be named as the certificate holder and RCOOA's address must be listed on the certificate.

ARTICLE X. INSURANCE (CONTINUED)

OOA-MS-XXXX-XXXX Contract
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- 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 Service Provider agrees to provide RCOOA, 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 Service Provider fails to keep in effect at all times said insurance coverage, RCOOA may, in addition to any other remedies it may have, terminate this Agreement.

- G. The Service Provider shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain insurance appropriate to the work to be performed, in alignment with industry standards and the, Worker's Compensation liabilities, and if requirements set forth in the California Civil Code, California Public Contracting Code, and the relevant sections of the California Insurance Code. This insurance shall be for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and/or any other form of insurance as may be proper in the industry in which the Contractor is performing under this Agreement. Further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Service Provider as the certificate holder and additional insured. The Service Provider shall maintain Certificates of Insurance for all of its subcontractors.

- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to RCOOA with this Agreement.

- I. The Service Provider shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Service Provider affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

RCOOA may terminate performance of work under this Agreement, in whole or in part, without cause, if RCOOA determines that a termination is in the County's best interest. RCOOA may terminate the Agreement upon ninety (90) days written notice to the Service Provider. 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,

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the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The parties agree that, with the exception of the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

RCOOA may terminate, in whole or in part, for cause the performance of work under this Agreement. RCOOA may terminate the Agreement upon thirty (30) days written notice to the Service Provider. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health, or safety of the public and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health, or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Service Provider is in an unsatisfactory financial condition as determined by an audit of the Service Provider or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Service Provider's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against the Service Provider.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Service Provider's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Service Provider's organizational structure has materially changed.
12. RCOOA determines that the Service Provider may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Service Provider may be subject to special conditions or restrictions.

ARTICLE XII. TERMINATION (CONTINUED)

C. Service Provider's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by RCOOA, the Service Provider shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Service Provider shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Service Provider. The notice shall describe the action being taken by RCOOA, the reason for such action and, any conditions of the termination, including the date of termination.

A. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Service Provider may voluntarily terminate its contract prior to its expiration either by mutual agreement with RCOOA or upon thirty (30) days written notice to RCOOA. In case of voluntary termination, the Service Provider shall allow RCOOA up to one hundred eighty (180) days to transition services. The Service Provider shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

ARTICLE XII. TERMINATION (CONTINUED)

B. Notice of Intent to Terminate by Service Provider (All other non-Title III Programs)

In the event the Service Provider no longer intends to provide services under this Agreement, the Service Provider shall give RCOOA Notice of Intent to Terminate. Such notice shall be given in writing to RCOOA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Service Provider does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Service Provider shall submit a Transition Plan in accordance with Exhibit E.

C. In the Event of a Termination Notice

RCOOA will present written notice to the Service Provider of any condition, such as, but not limited to, transfer of Waiver Participants, care of Waiver Participants, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Service Provider 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 RCOOA as a result of breach of this Agreement by the Service Provider, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Service Provider shall notify RCOOA 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 County amendment process. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. The County reserves the right to revise, waive, or modify the 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 Service Provider retains receipt, and shall be communicated as of actual receipt.
- B. The Service Provider must notify RCOOA of any change of legal name, main address, or name of the Director. This notice shall be addressed to the MSSP Branch Manager on the Service Provider's letterhead.
 - 1. The Service Provider must notify RCOOA within thirty-five (35) days of relocation.
 - 2. In addition, any change of address or name also requires an Agency Contract Representative form to be submitted to Business Management Branch as stated in Exhibit D, Article XVII.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the Riverside County Office of Aging, Contracts and Procurement Branch, 3610 Central Ave, Suite 102, Riverside, California, 92506. Notices mailed to the Service Provider shall be to the address indicated on the coversheet of this Agreement.

ARTICLE XVI. NOTICES (CONTINUED)

- D. 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 RCOOA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the County to the Service Provider upon full execution of this Agreement.
- B. The Service Provider shall, upon request from RCOOA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contract Representative form to RCOOA's Business Management Branch (BMB). 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 Service Provider shall submit an amended Agency Contract Representative form to the same address. This form may be requested from RCOOA's BMB.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

1. Information Assets

The Service Provider, 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 the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, 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; DOF Budget Letter 06-34; and RCOOA 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)

2. Encryption of Computing Devices

The Service Provider, and its Subcontractors/Vendors, are required to use 128-Bit encryption for 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).

3. Disclosure

1. The Service Provider, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies.

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2. The Service Provider, 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 Service Provider, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Service Provider’s obligations under this Agreement. The Service Provider and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
 5. The Service Provider 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 RCOOA without prior written authorization from RCOOA. The Service Provider may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
 6. The Service Provider, 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 Service Provider accept such blanket authorization from any participant.
4. Security Awareness Training
1. The Service Provider’s employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required [RCOOA Security Awareness Training](#) module within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer’s employment and annually thereafter.
 2. The Service Provider must maintain certificates of completion on file and provide them to RCOOA upon request.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (CONTINUED)

5. Health Insurance Portability and Accountability Act (HIPAA)

The Service Provider agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement

The Service Provider shall sign and return an Information Integrity and Security Statement form with this Agreement. This is to ensure that the Service Provider is aware of, and agrees to comply with, their obligations to protect RCOOA information assets from unauthorized access and disclosure.

7. Security Incident Reporting

A security incident occurs when RCOOA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Service Provider, and its Subcontractors/Vendors, must comply with RCOOA's security incident reporting procedure.

8. Security Breach Notifications

Notice must be given by the Service Provider, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance

The Service Provider, 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.

10. Electronic Backups

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

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (CONTINUED)

11. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Service Provider and its Subcontractors/Vendors.

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 Service Provider agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Service Provider may request permission to copyright material by writing to the Director of RCOOA. The Director shall grant permission or give reason for denying permission to the Service Provider in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of RCOOA, 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 to the author.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (CONTINUED)

4. The Service Provider 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.

B. Rights in Data

1. The Service Provider shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of RCOOA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by RCOOA. RCOOA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Service Provider from sharing identifying Waiver Participant information authorized by the participant or summary program information which is not Waiver Participant specific.

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. Subject only to other provisions of this Agreement, 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.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Service Provider shall conduct a cultural and linguistic group-needs assessment of the eligible Waiver Participant population in the Service Provider’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 Service Provider.

This group-needs assessment will serve as the basis for the Service Provider’s determination of “reasonable steps” and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (CONTINUED)

2. The Service Provider shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

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- 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 Service Provider shall maintain a record of the group-needs assessment on file at the Service Provider's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Service Provider 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 11162]
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 Service Provider shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible Waiver Participant population 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 11162]

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (CONTINUED)

4. The Service Provider shall notify its employees of Waiver Participants' rights regarding language access and the Service Provider's obligation to ensure

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access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Service Provider. [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 Service Provider 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 Waiver Participants. [22 CCR 98310]
2. The Service Provider 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 Service Provider 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 Service Provider shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Service Provider shall make available to ultimate beneficiaries of contracted services and programs information regarding RCOOA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Service Provider shall notify RCOOA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. SUBCONTRACTING PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. The Service Provider shall ensure that all subcontractors of Waiver Services complete a RCOOA-approved Vendor Application.
- B. The Service Provider shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors who would not be able to provide the needed services and provide for awards to the lowest responsible and responsive bidder(s) as defined in California State Contracting Manuals.
- C. Subcontracts for Purchased Waiver Services shall consist of standard format language consistent with this Agreement.
- D. Subcontracts shall require all subcontractors to report immediately in writing to the Service Provider any incidents of fraud or abuse to Waiver Participants, in the delivery of services, in subcontractors' operations.
- E. The Service Provider shall require all subcontracts to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it appropriately relates to services rendered.
- F. The Service Provider shall make timely payments to its subcontractors under this agreement.

ARTICLE II. RECORDS PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

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 RCOOA. A longer period of retention may be established by individual sites.

ARTICLE III. PROPERTY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

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 IV. AUDIT REQUIREMENT PROVISIONS SPECIFIC TO THIS MSSP
AGREEMENT**

- A. 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 principal circulars.
- B. The Service Provider 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.
- C. RCOOA, CDA and DHCS shall have access to all audit reports of Service Providers and have the option to perform audits and/or additional work, as needed.
- D. All audits shall be performed in accordance with and address all issues contained in any federal OMB Compliance Supplement that applies to this program.
- E. The Service Provider shall include in its contract with an independent auditor a clause permitting access by the County and the State to the work papers of the independent auditor.
- F. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- G. The Service Provider shall cooperate with, and participate in, any further audits which may be required by RCOoA.
- H. The Service Provider agrees that RCOOA, 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. Service Provider 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 RCOoA has completed an audit. The Service Provider agrees to provide RCOoA 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 Service Provider agrees

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to include a similar right of RCOOA, 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]

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

ARTICLE V. TERMINATION OBLIGATIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. After the Riverside County Office on Aging Notice of Termination or the Service Provider's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) and except as directed by RCOOA, the Service Provider shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Service Provider shall:

1. Take immediate steps to ensure the health and safety of Waiver Participants in MSSP managed by the Service Provider. Service Provider agrees to refer MSSP Waiver Participants to other local resources.
2. Maintain staff to provide services to Waiver Participants during the course of Waiver Participant transition.
3. Deliver updated Waiver Participant records to the subsequent MSSP Service Provider or as directed by RCOOA.
4. 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.
5. Submit a full accounting and closeout of the Service Provider's existing budget.
6. Place no further subcontracts/vendor agreements for materials, or services, except as necessary to complete the continued portion of the Contract.

ARTICLE V. TERMINATION OBLIGATIONS SPECIFIC TO THIS MSSP AGREEMENT
(CONTINUED)

7. 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).

ARTICLE VI. INFORMATION INTEGRITY AND SECURITY PROVISIONS SPECIFIC TO THIS MSSP AGREEMENT

- A. Service Provider acknowledges that it has been provided a copy of the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement between CDA and DHCS ("Exhibit F"). Service Provider 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.
- B. Contractor, and its Subcontractors/Vendors, agrees that any security incidents or breaches of unsecured PHI or PI will be immediately reported to CDA as described in CDA's Security Incident Reporting Procedures and to DHCS in the manner described in Exhibit F.
- C. Contractor, and its subcontractors/vendors, agrees that any security incidents or breaches of unsecured PHI or PI will be immediately reported to CDA as described in [CDA's Security Incident Reporting Procedures](#) and to DHCS in the manner described in Exhibit F.

ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT

- A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of delivery of the written Notice to Terminate the Contract (pursuant to Exhibit D, Article XII of this Agreement). The Transition Plan must be approved by CDA and shall, at a minimum, include the following:
 1. A current waiver participant count and identifying waiver participant information upon request.
 2. A description of how waiver participants will be notified about the change in their MSSP provider.
 3. A plan to communicate with other MSSP sites, local agencies and advocacy organizations that can assist in locating alternative services for MSSP waiver participants.
 4. A plan to inform community referral sources of the pending termination of this MSSP contract and what alternatives, if any, exist for future referrals.

5. A plan to evaluate the health and safety of waiver participants in order to assure appropriate placement.
6. A plan to transfer confidential waiver participant records to a new contractor or care management agency.
7. A plan to maintain adequate staff to provide continued care to MSSP waiver participants through the term of the Contract.
8. A full inventory and plan to dispose or, transfer, or return to CDA all property purchased during the entire operation of the Contract.
9. Additional information as necessary to affect a safe transition of waiver participants to other MSSP or community care management programs.

**ARTICLE VII. TRANSITION PLANS SPECIFIC TO THIS MSSP AGREEMENT
(Continued)**

- B. 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.
- C. If the Contractor fails to provide and implement a transition plan as required by Section A of this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Contractor's Notice of Termination.
- D. Phase-out Requirements for this Agreement:
 1. Consist of the processing, payment, and monetary reconciliation necessary to pay claims for Waiver Services.
 2. 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.
 3. Require all data and information provided by the Contractor to CDA to be accompanied by a letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.

**ARTICLE VIII. REPORTING REQUIREMENTS SPECIFIC TO THIS MSSP
AGREEMENT**

- A. The Contractor shall submit to the State written reports, on a format prescribed by the State, as follows:
 1. Quarterly Status Reports
 - a. Reports are due no later than the 30th of the month, following the close of the quarter unless otherwise specified by CDA.
 - b. Reports are a snapshot of each quarter and shall include an overview of significant developments during the report period,

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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, Critical Incident 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 – Report is used for the entire fiscal year and is submitted quarterly for review by CDA. The report shall include all critical incidents, and the status should be updated in each quarter for any previously listed incidents. The comments section should be concise, but informative, and provide detail of the incident that occurred with actions or interventions placed with corresponding dates.
- Fiscal Reporting – Expenditure data by budget category and receivables by budget category

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 and response
- 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

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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

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

4. Monthly active waiver participant count Reports are due on the 5th working day 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.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The RCOOA intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Service Provider (however named elsewhere in this Agreement) is the Business Associate of RCOOA acting on RCOOA's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of RCOOA, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. RCOOA and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

Business Associate Addendum (Continued)

7. Permitted Uses and Disclosures of PHI by Business Associate

Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of RCOOA, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by RCOOA.

7.1 Specific Use and Disclosure Provisions

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

Business Associate Addendum (Continued)

- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure

- 9.1.1** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security

- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the Computer Security Resource Center website.

Business Associate Addendum (Continued)

- 9.2.3** Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.
- 9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- 9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent

Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

Business Associate Addendum (Continued)

11. Access to PHI

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations

To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of RCOOA available to RCOOA upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining RCOOA'S compliance with 45 CFR Part 164, Subpart E.

Business Associate Addendum (Continued)

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, RCOOA that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify RCOOA of the conditions that make the return or destruction infeasible, and RCOOA and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data

If Business Associate receives data from or on behalf of RCOOA that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between RCOOA and SSA, Business Associate shall provide, upon request by RCOOA, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to RCOOA.

18. Breaches and Security Incidents

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to RCOOA

18.1.1 Business Associate shall notify RCOOA immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to RCOOA.

18.1.2 Business Associate shall notify RCOOA within 24 hours by email (or by telephone if Business Associate is unable to email RCOOA) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

Business Associate Addendum (Continued)

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.2.2.1 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.3.2.1 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.4.2.1 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the MSSP Site Director or Contracts and Procurement Manager (as applicable), and the RCOoA Privacy Office using the Contact Information in Section 18.6.

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

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.2.3.1 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation

Business Associate shall immediately investigate such security incident or breach.

Business Associate Addendum (Continued)

18.3 Complete Report

To provide a complete report of the investigation to the RCOOA contacts within ten (10) working days of the discovery of the security incident or breach. This “Final PIR” must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If RCOOA requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A “Supplemental PIR” may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate’s corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from RCOOA within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals

If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. RCOOA shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than RCOOA

If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

Business Associate Addendum (Continued)

18.6 RCOoA Contact Information

To direct communications to the above referenced RCOoA staff, the Service Provider shall initiate contact as indicated here. RCOoA reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

18.6.1 Contracts & Procurement Manager

Riverside County Office on Aging
3610 Central Ave., Ste. 102
Riverside, CA 92506
Email: ooacontracts@rivco.org

If this Business Associate Agreement is not attached as an exhibit to a contract, contact the RCOoA signatory to this Agreement.

18.6.2 RCOoA MSSP Services

Riverside County Office on Aging
3610 Central Ave, Suite 102,
Riverside, CA 92506
Email: rskidmor@rivco.org

19. Responsibility of RCOoA

RCOoA agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

Business Associate Addendum (Continued)

20. Audits, Inspection and Enforcement

- 20.1** From time to time, RCOOA and/or DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how RCOOA/DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.
- 20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

- 21.1** Termination for Cause
Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:
- 21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by RCOoA; or
- 21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings

RCOoA/DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

Business Associate Addendum (Continued)

22. Miscellaneous Provisions

22.1 Disclaimer

DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself and its employees and agents available to RCOoA/DHCS at no cost to RCOoA/DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against RCOoA/DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

Business Associate Addendum (Continued)

22.5 Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 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.

**OOA-MS-2324-SCHC Contract
Exhibit G – Catchment Area Zip Codes**

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 Mecca
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

PASS AREA

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

MID&SW 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