

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO, IN-HOME SUPPORTIVE SERVICES, PUBLIC AUTHORITY AND ADDUS HEALTHCARE, INC.

THIS AGREEMENT, entered into this _____ day of _____, 2010, by and between the COUNTY OF SAN MATEO, IN-HOME SUPPORTIVE SERVICES, PUBLIC AUTHORITY, hereinafter called "Authority," and ADDUS HEALTHCARE, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, Authority may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing In-Home Supportive Services (IHSS). The IHSS Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance. The Authority has approved this Contract to maximize options and ensure alternatives to out-of-home care for eligible aged, blind and disabled individuals. This Contract is let in accordance with Title XIX and Title XX of the Social Security Act; California State Welfare and Institutions Code, Sections 12300 et seq., California State Department of Social Services (CDSS) Manual of Policy and Procedures (MPP), Divisions 10, 19, 21, 22, 23, 25, 30 and 46, et seq., Office of Management and Budget (OMB) Circulars. Contractor shall comply with all provisions specified in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Attachments.

The following attachments and exhibits are attached hereto and incorporated by reference herein:

Attachment A—Description of Services
Attachment B—Payments and Rates
Attachment C—Definitions
Attachment D – Duties and Responsibilities
Attachment I—§504 Compliance

The following Exhibits are incorporated from the Contractor's proposal.

- Exhibit A – Budget, Budget Narratives and State Unemployment Insurance Rate Determination Letter
- Exhibit B – Articles of Incorporation & By Laws
- Exhibit C – Certified Financial Statements
- Exhibit D – Statement of Experience: Business License and California Contract Listing
- Exhibit E – Organizational Structure
- Exhibit F – Subcontracting
- Exhibit G – Working Capital
- Exhibit H – Job Descriptions and Qualifications & EEO Policies
- Exhibit I – Employee Compensation
- Exhibit J – Disclosure of Ownership & Control Interest Statement
- Exhibit K – Insurance and Bonding
- Exhibit L – Home Care Worker Training Program and Skill Development & Training Plan
- Exhibit M – Recipient Grievance Form
- Exhibit N – Contract Agency Enrollment Form
- Exhibit O – Disclosure of Lobbying Activities Form
- Exhibit P – Oath of Confidentiality and Child/Elder Abuse Reporting Agreement
- Exhibit Q – Description and Design, Purpose and Service Plan of Program
- Exhibit R – Proposal Summary Sheet

2. Services to be performed by Contractor.

In consideration of the payments set forth herein and in Attachment B, Contractor shall perform services for Authority in accordance with the terms, conditions and specifications set forth herein and in Attachment A.

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Attachment A, Authority shall make payment to Contractor based on the rates and in the manner specified in Attachment B. The Authority reserves the right to withhold payment if the Authority determines that the quantity or quality of the work performed is unacceptable. This Agreement will purchase a maximum of 172,500 service hours at a fixed rate of \$19.02 per hour and administrative support services at a fixed rate of \$270,000 annually for a total annual amount of \$3,550,950. In no event shall the Authority's total fiscal obligation under this three-year Agreement exceed TEN MILLION SIX HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS, (\$10,652,850) for the term of this Agreement.

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010, through June 30, 2013.

This Agreement may be terminated by Contractor, Chief of the Health System or designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the Authority and shall be promptly delivered to the Authority. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

Payment for services provided under this Agreement is dependent on the availability of Federal, State and County revenues at the sharing ratios in existence as of the date of execution of this Agreement and on a state-approved Maximum Allowable Contract Rate (MACR) for IHSS Contract Services of \$19.02.

Should either the ratio or the MACR change, this Contract may be renegotiated at a new rate or terminated with thirty (30) days' notice by the Contractor or the Chief of the Health System.

5. Availability of Funds.

The Authority may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State or County funds, by providing written notice to Contractor as soon as is reasonably possible after the Authority learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the Authority and that Contractor acquires none of the rights, privileges, powers or advantages of Authority employees.

7. Hold Harmless.

Contractor shall indemnify and save harmless Authority, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Authority, its officers, agents, employees, or servants, resulting from the

performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which Authority has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of Authority. Any such assignment or subcontract without the County's prior written consent shall give Authority the right to automatically and immediately terminate this Agreement.

9. Insurance.

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage for all employees with exception to those persons that fall within Section 12302.21 of the Welfare and Institutions Code. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Pursuant to Section 12302.21 of the Welfare and Institutions Code the State shall provide Workers' Compensation coverage for IHSS/PCSP providers that are employed under IHSS/PCSP contracts entered into by a county with a nonprofit or proprietary agency under contract mode.

- (2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

Authority and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the Authority, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the Authority or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Authority at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance With Laws; Payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements.

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded an Authority contract for a period of up to three (3) years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and Authority.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has

not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide Authority with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records.

- A. Contractor shall maintain all required records for three (3) years after the Authority makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the Authority, a Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the Authority.
- C. Contractor agrees to provide to Authority, to any Federal or State department having monitoring or review authority, to Authority's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior Agreement, promises, negotiations, or representations between the parties not

expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of Authority, to:

Heather Ledesma, Financial Services Manager
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403
FAX (650) 573-3729

In the case of Contractor, to:

National Contracts
Addus HealthCare, Inc.
2401 S. Plum Grove Road
Palatine, IL 60067
Fax (847) 303-5376

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY OF SAN MATEO

By: _____
President, In-Home Supportive Services
Public Authority

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ADDUS HEALTHCARE, INC.

By:  _____
Contractor's Signature

Date: 4/23/10

Attachment A – Description of Services

In consideration of the payments set forth in Attachment B, Contractor shall provide the following services:

I. In-Home Client Care

A. Domestic services are limited to the following:

1. Sweeping, vacuuming, washing and waxing of floor surfaces;
2. Washing kitchen counters and sinks;
3. Cleaning the bathroom;
4. Storing food and supplies;
5. Taking out garbage;
6. Dusting and picking up;
7. Cleaning oven and stove;
8. Cleaning and defrosting refrigerator;
9. Bringing in fuel for heating or cooking purposes from a fuel bin in the yard;
10. Changing bed linen; and
11. Miscellaneous domestic services, e.g., changing light bulbs.

B. Heavy cleaning that involves thorough cleaning of the home to remove hazardous debris or dirt. The County shall have the authority to authorize this service only at the time IHSS is initially granted to enable the provider to perform continuous maintenance, or, if a lapse in eligibility occurs, eligibility is reestablished and IHSS services have not been provided within the previous 12 months. The County shall have the authority to authorize this service should the recipient's living conditions result in a substantial threat to his/her health/safety. Such service may also be authorized when a recipient is at risk of eviction for failure to prepare his/her home or abode for fumigation as required by statute or ordinance.

C. Related services limited to:

1. Preparation of meals includes such tasks as washing vegetables, trimming meat, cooking, setting the table, serving the meal and cutting the food into bite-size pieces;
2. Meal cleanup includes washing and drying dishes, pots, utensils and culinary appliances and putting them away;
3. Planning of meals;
4. Routine mending, laundry, ironing, folding and storing clothes on shelves or in drawers; and
5. Reasonable food shopping and other shopping/errands limited to the nearest available stores or other facilities consistent with the recipient's economy and needs. The County shall not authorize additional time for the recipient to accompany the provider.

D. Non-medical personal services limited to:

1. Bowel and bladder care such as assistance with enemas, emptying of catheter or ostomy bags, assistance with bed pans, application of diapers, changing rubber sheets, assistance with getting on and off commode or toilet;
2. Respiration limited to nonmedical services such as assistance with self-administration of oxygen and cleaning of intermittent positive pressure breathing (IPPB) machines;
3. Consumption of food consisting of feeding or related assistance to recipients who cannot feed themselves or who require assistance with special devices in order to feed themselves;
4. Routine bed baths;
5. Bathing, oral hygiene, grooming;
6. Dressing;
7. Rubbing of skin to promote circulation, turning in bed and other types of repositioning, assistance on and off the seats and wheelchairs, or into or out of vehicles, and range of motion exercises which shall be limited to the following:

- a. General supervision of exercises which have been taught to the recipient by a licensed therapist or other health care professional to restore mobility restricted because of injury, disuse or disease.
 - b. Maintenance therapy when the specialized knowledge and judgment of a qualified therapist is not required and the exercises are consistent with the patient's capacity and tolerance. Such exercises shall include the carrying out of maintenance programs, i.e., the performance of repetitive exercises required to maintain function, improve gait, maintain strength, or endurance; passive exercises to maintain range of motion in paralyzed extremities; and assistive walking;
- 8. Moving into and out of bed;
- 9. Care of and assistance with prosthetic devices and assistance with self-administration of medications. Assistance with self-administration of medications consists of reminding the recipient to take prescribed and/or over-the-counter medications when they are to be taken and setting up medi-sets;
- 10. Routine menstrual care limited to application of sanitary napkins and external cleaning; and
- 11. Ambulation consisting of assisting the recipient with walking or moving the recipient from place to place.
- E. Transportation services when the recipient's presence is required at the destination, and assistance is necessary to accomplish the travel are limited to:
 - 1. Transportation to and from appointments with physicians, dentists and other health practitioners;
 - 2. Transportation necessary for fitting health-related appliances/devices and special clothing; and
 - 3. Transportation to the site where alternative resources provide in-home supportive services to the recipient in lieu of IHSS.

Transportation under 1. and 2. shall be authorized only after Social Services staff has determined that Medi-Cal will not provide transportation in the specific case.
- F. Yard hazard abatement, which is light work in the yard, may be authorized for:

1. Removal of high grass or weeds and rubbish when this constitutes a fire hazard; and
 2. Removal of ice, snow or other hazardous substances from entrances and essential walkways when access to the home is hazardous.
- G. Protective supervision consisting of observing recipient behavior in order to safeguard the recipient against injury, hazard, or accident.
1. This service is available for monitoring the behavior of non-self-directing, confused, mentally impaired, or mentally ill persons with the following exceptions:
 - a. Protective supervision does not include friendly visiting or other social activities;
 - b. Supervision is not available when the need is caused by a medical condition and the form of the supervision required is medical;
 - c. Supervision is not available in anticipation of a medical emergency; and
 - d. Supervision is not available to prevent or control antisocial or aggressive recipient behavior.
 2. Protective supervision is available under the following conditions:
 - a. Social Services staff has determined that a 24-hour need exists for protective supervision and that the recipient can remain at home safely if protective supervision is provided; and
 - b. Social Services staff determines that the entire 24-hour need for protective supervision can be met through any of the following or combination of the following:
 - 1) IHSS;
 - 2) Alternative resources;
 - 3) A reassurance telephone service when feasible and appropriate. Feasibility and appropriateness will be determined exclusively by the social service staff. The proposed method of meeting protective supervision need **MUST** be approved by the County. Discretion of the Contractor is not allowed.

- H. Teaching and demonstration services are provided by IHSS providers to enable recipients to perform for themselves services which they currently receive from IHSS. Teaching and demonstration services are limited to instruction in those tasks listed in Sections A., C., D., and F. above.
 - 1. This service shall be provided by persons who have successfully completed training as evidenced by a valid certificate; and
 - 2. This service shall only be provided when the provider has the ability to do so effectively and safely.

- I. Paramedical services include the administration of medications, puncturing the skin, or inserting a medical device into a body or face, activities requiring sterile procedures, or other activities requiring judgment based on training given by a licensed health care professional and are provided under the following conditions:
 - 1. The services shall have the following characteristics:
 - a. Are activities which persons would normally perform for themselves but for their functional limitations; and
 - b. The activities which, due to the recipient's physical or mental condition, are necessary to maintain the recipient's health.
 - 2. The services shall be provided when ordered by a licensed health care professional who is lawfully authorized to do so. The licensed health care professional shall be selected by the recipient;
 - 3. The services shall be provided under the direction of the licensed health care professional; and
 - 4. The licensed health care professional shall indicate to social services staff the time necessary to perform the ordered services.

II. Administrative Support

- A. IHSS Provider Orientation / Skill Development Training
 - 1. Initial training for new hires
 - 2. Skill development training
 - 3. Personal care training

- B. Program Management / Administration: Administrative management of the program, including home office support.
- C. IHSS Provider Supervision: Direct supervision of IHSS providers.

Attachment B – Payments and Rates

In consideration of the services provided by Contractor in Attachment A, Authority shall pay Contractor based on the following fiscal requirements:

PAYMENTS/RATES

The maximum payable under this Agreement for the term July 1, 2010 through June 30, 2013 for direct in-home client care shall not exceed \$10,652,850.

A. In-Home Client Care

1. County will purchase a maximum of 172,500 service hours per year at a rate of \$19.02 per hour for the term July 1, 2010 through June 30, 2013.
2. This is a fixed rate cost contract. The rates are supported by the Contract Budget and Budget Narrative (Exhibit A), which is attached and incorporated by this reference and made part hereof.
3. Contractor agrees that the hourly rate to be charged to the Authority for contracted direct services and the total cost of furnishing these services for the term of this Contract includes all allowable direct costs to the Contractor, relative to this Contract.
4. Costs must conform with federal costs regulations: Specialized Circular A-87: A guide for State and Local Government Agencies, 48 CFR, Chapter 1, Part 31, Subpart 31.2 (for profit agencies), and Specialized Circular A-122 (for non-profit agencies). All equipment purchased by the Contractor must be depreciated in accordance with 45 CFR 95.705.
5. Payment for all services provided in accordance with provisions under this Contract shall be contingent upon the availability of Federal, State and County funds for the purpose of providing IHSS. The Authority shall not be required to purchase any definite amount of services nor does the Authority guarantee to Contractor any minimum amount of funds or hours.
6. If the Legislature and/or the County Board of Supervisors allocates additional funds for provider wages and benefits during the contract year, the Contract may be amended to increase the contract hourly rate, contract maximum amount payable and change affected clauses to allow for increases in wages and benefits consistent with the funding authorized by the Legislature and/or the County Board of Supervisors.

7. Contractor agrees maximum payments for Non-severely Impaired (NSI) and Severely Impaired (SI) recipients are the amounts authorized by the State. The Authority will notify the Contractor of any changes in these amounts.

B. Administrative Support

1. The maximum payable under this Agreement for Administrative Support of the program, including IHSS Provider Training, Skill Development Training, Program Management and Administration and direct supervision of the IHSS providers shall not exceed \$270,000 annually for a total amount of \$810,000 for the term July 1, 2010 through June 30, 2013.

C. Billings

1. Contractor billing cycle shall be consistent with a monthly reporting system which is compatible with the Case Management, Information and Payroll System (CMIPS). Contractor shall submit billings to the Authority in a format specified by the Authority within ten calendar days following the end of the month in which services were delivered. Such billings shall include, at a minimum, an itemized listing of recipient names and case numbers, authorized hours, and actual service hours rendered. The Authority will review the billings and make payment within 45 days following the month in question, as specified in Attachment B. Section C. Failure to meet the ten calendar days' requirement of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. f.). Contractor will comply with the procedures/regulations associated with the CMIPS II System once it is implemented.
2. No billing or any part thereof shall be paid by the Authority unless the Contractor submits a certified sworn statement under the penalty of perjury that all employees' wages have been paid on a current basis; that all time sheets supporting said billing have been verified as properly signed, dated, and totaled; and each time sheet will be kept in the Contractor's possession for audit purposes.
3. Contractor must deduct all share of cost liabilities owed by clients when submitting monthly billings for services to the Authority (see Share of Cost in Attachment B, Section E).
4. Contractor will not be reimbursed for billings that cover service periods for more than three prior months of service.

D. Payments

1. If the conditions set forth in this Contract are met, the Authority shall pay, on or before the 45th day following the filing of the billings, the sum of money claimed by the approved billings (less the share-of-cost liability and any credit due the Authority for adjustments of prior billings). If the conditions are not met in a timely manner, the Authority shall pay when the necessary processing is completed.
2. The Authority will not pay for unauthorized services rendered by the Contractor nor for the claimed services which Authority monitoring shows have not been provided as authorized.
3. The Authority retains the right to withhold payment on disputed claims.
4. Final payment under this Contract may be held until the termination audit is completed.

E. Liquidated Damages

1. The Authority intends that the Contractor comply fully with all contractual requirements. Contractor and Authority agree that it would be impractical and extremely difficult to fix the actual damages in the event Contractor does not fully comply in the areas listed in this section and that the amount set forth in each area listed in this section shall be presumed to be the amount of damages sustained by Authority for Contractor's non-compliance with the requirements in such area. Upon discovery of non-compliance with Contract requirements listed below, the County will inform the Contractor in writing, provide technical advising and arrange appropriate monitoring frequency to bring service into compliance. Failure to achieve compliance will result in Liquidate damages as outlined:
 - a) With respect to recipients with established service schedules, for each calendar day any scheduled homemaker services are not provided to a recipient:
\$200 per day/per recipient
 - b) With respect to new referrals for service, for each calendar day beyond the tenth calendar day after Contractor is notified of new recipient that service is not provided (24-hours on emergency cases):
Non-emergency cases: \$250.00 per day/per recipient
Emergency cases: \$400.00 per day/per recipient

- c) For each day beyond the due date in which required supervisor or provider training is not completed within time frames set forth in the Contract:
\$250.00 per day
- d) For each instance in which Contractor fails to comply fully with all required record maintenance which includes erroneous information reported to the Authority:
\$200.00 per instance
- e) For each instance in which first line supervisors are responsible on the average for more than 3,000 authorized service hours during one month:
\$175.00 per day/per supervisor
- f) For each calendar day beyond the due date in which Contractor fails to submit the required non-receipt of scheduled services report, required monthly reports, quarterly reports, specified billings, or other requested records/information in a timely manner
\$150.00 per item/per day
- g) For each instance in which a month's delivered services are less than 80% of the monthly hours authorized:
\$500.00 per month/per recipient
- h) For each instance where a recipient in need of paramedical service is receiving services from a provider who has not been properly trained to perform the authorized services:
\$500.00 per instance
- i) For each instance Contractor fails to cooperate fully during the transition process of one contractor to another contractor or to any other mode of service
\$200.00 per instance
- j) For each instance in which supervisors fail to perform 10% of their scheduled hours for each month performing monitoring activities in recipient's home; or fail to perform the required initial home visit within required time frame; or fail to submit required initial home visit report to the Authority; or when subsequent home visits are not performed each three months:
\$250.00 per instance

- k) For each instance where a recipient is not provided services as scheduled:
\$250.00 per day/per recipient

- 2. The Authority Contract Liaison shall advise the Contractor in writing of his/her intent to assess liquidated damages not less than ten (10) calendar days prior to actual withholding of such amounts from any payment. Notice to the Contractor shall contain specific instances or causes for assessing the amount, including the dates thereof. Amounts assessed shall be withheld from the next payment of claim submitted under the Contract or from the final claim for payment submitted under the Contract. Should the Contractor disagree with the Authority's action the Contractor may appeal specific assessed liquidated damages for non-compliance items identified by the Authority. Such appeal must set forth, in writing, detail of all facts and matters, including records where appropriate which Contractor believes will justify a resolution to the specific case where liquidated damages had been assessed.
- 3. Any appeal regarding a dispute on liquidated damages will be resolved by the Authority appointed arbitrator. This decision shall be in writing and final.

F. Share of Cost

- 1. Contractor agrees that no charges will be made to any recipient of services under this Contract unless it has been determined by the Authority that recipient has a share-of-cost liability.
- 2. In those cases where the recipient is liable for a share of cost, the Contractor shall be responsible for collection of that share-of-cost liability from the recipient and must deduct all share-of-cost amounts owed by recipients from the billings submitted to the Authority.
- 3. The Contractor agrees to refund any over collection when a recipient does not realize all the authorized hours covered by the share-of-cost.
- 4. Contractor agrees to report delinquent share of cost accounts on a monthly basis.

G. General Accountability

- 1. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement(s) shall be responsible for the deficiency.

2. In the event of any State hearing award or lawsuit award resulting from the Contractor's failure to perform as required by this Contract, reimbursement shall be made to the damaged party by the Contractor.
3. Additional costs to the Authority for maintaining any portion of the IHSS Program as a result of the Contractor's failure to perform, as required by the Contract, are subject to recoupment by the Authority through withholding from billings or any other form of legal action. Notwithstanding any specific liquidated damages defined elsewhere in this Contract, Contractor's failure to perform as required in any provision of this Contract shall weigh negatively against the "responsible" factor inherent in any future procurement process statewide.

H. Termination

This Contract may be terminated under the following conditions:

1. Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the Authority, this Contract may be terminated by the Authority immediately upon written notice and/or services may be purchased from any source by the Authority. If a greater price than that named in this Contract is paid for such services, the excess price will be charged to and collected from the Contractor and sureties on his bond, and in addition thereto any other damages proximately resulting from said default may be recovered.
2. This Contract may be terminated by the Authority without cause when a thirty (30) day written notice is provided to the Contractor.
3. This Contract may be terminated by the Contractor without cause when a sixty (60) day written notice is provided to the Authority.
4. Notwithstanding any other provisions of this Contract the Authority may terminate the Contract immediately:
 - a. Upon receipt of evidence of probable contract-provider mistreatment or abuse of recipients of IHSS services, or of unsafe or hazardous practices in the provision of service;
 - b. Upon loss of any license(s) required for lawful operation of Contractor's business;
 - c. Upon an unauthorized decrease in the required insurance in force;

- d. Upon failure of Contractor to provide authorized services for which reported liquidated damages have been assessed;
 - e. Upon failure to make payroll payments;
 - f. Upon failure to remit payroll deductions in a timely manner to the appropriate State and Federal Government;
 - g. Upon failure to substantially meet other financial obligations; or,
 - h. Upon service of a writ of attachment by creditors of Contractor.
5. Payment for services provided under this Agreement are dependent on the availability of federal, state and county revenues at the sharing ratios in existence as of the date of execution of this Agreement and on a state-approved Maximum Allowable Contract Rate (MACR) for IHSS Contract Services of \$19.02.

Should either the ratio or the MACR change, this Contract may be renegotiated at a new rate or terminated with thirty (30) days' notice by the Contractor or the Chief of the Health System.

I. Monitoring/Audit Provisions

1. Monitoring by the Authority may be accomplished by, but not limited to, the following means: field reviews, compliance audits, financial audits, review of Contractor reports, billings, monthly review of records, etc. The Authority will rely on AAS to conduct the annual monitorings/audits.
2. In accordance with the Federal Government Auditing Standards, OMB Circular A-87 et seq., OMB Circular A-110 et seq. and OMB Circular A-128 et seq., Public Law 98-502 "Single Audit Act" and OMB Circular A-133 et seq. as applicable, authorized representatives of the Authority, County, State and Federal Governments shall have the right to audit all aspects of the Contract including, but not limited to, all financial records, accounts and documents, the provider wages and benefits, the budget line item and the budget narrative and any other aspect of the Contract the Authority, County, State or Federal Agencies deem necessary.
3. The right to audit includes that of the Authority, County, State and Federal Agencies to examine and audit this Contract and all audit working papers, for a period of three years after the final payment.

4. The Contractor agrees their financial records shall contain itemized records of all costs related to this Contract and be available for inspection in the County within three working days of the request by the Authority, County, State or Federal Agencies.
5. The Contactor shall give full cooperation in any monitoring or auditing conducted by the Authority, or governmental entities or their agents.
6. The Contractor shall provide to the Authority a financial audit that meets the requirements of the Federal Government Audit Standards, OMB Circular A-87 et seq., OMB Circular A-110 et seq. and OMB Circular A-128 et seq., Public Law 98-502 "Single Audit Act" and OMB Circular A-133 et seq. as applicable.
 - a. The audit shall be provided to the Authority within 120 days of completion of the Contract; or in the case of a multi-year Contract within 120 days of completion of the second year of the Contract and within 120 days of completion of the final year of the Contract.
 - b. Audits shall be performed by an independent auditor selected by the Contractor and funded through the Contract.
7. The Authority shall perform a complete performance/compliance audit following the end of each contract year, and more often if deemed necessary by the Authority. This process will include, but not be limited to, review of billings, financial and program records of the Contractor related to this Contract. Any independent public accountant can be appointed by the Authority to assist in this process.
8. Authority shall notify Contractor in writing within thirty (30) calendar days of the discovery of any problems or potential audit exceptions discovered during any monitoring or auditing examination.
9. The findings and Contractor's response to the evaluation/audits will be reviewed with the IHSS Advisory Committee.

J. Record Maintenance

Contractor agrees to maintain all program, fiscal, statistical and management records locally and make such records available for inspection by Authority, County, State and Federal representatives at all reasonable times. The records to be kept and maintained in connection with this program shall include, but are not limited to, the Authority's assessment of need, case opening and closing dates, provider time sheets and schedules, billing invoices, records and recipient-contractor service-related correspondence as well as personnel files that are current, as well as provide accurate record of each employee's

employment history. The personnel files should also include the Child/Elder Abuse Reporting Agreement and Oath of Confidentiality forms included in Exhibit P of this document. As a part of such records, the time spent at each visit to the recipient shall be recorded and documented by signature or initial of the recipient or recipient representative on a report service format approved by the Authority. Contractor may be assessed liquidated damages in the case of any delay by Contractor in providing requested records to Authority.

K. Records Retention

1. Contractor agrees to maintain all records pertaining to service delivery and fiscal and administrative controls for a minimum of three years after final payment has been made or until all pending Authority, County, State and Federal audits are completed, whichever is later.
2. Upon request, the Contractor shall make these records available in the County to all authorized Authority, County, State and Federal personnel.

L. Disposal of Records:

Contractor shall ensure that records shall be stored and destroyed in accordance with CDSS MPP Division 23, Section 350.

M. Minimum Standards for Salaries and Benefits

The Contractor shall maintain the following minimum standards with regard to salaries and benefits for all employees:

1. All employees shall receive basic statutory coverage for Federal Insurance Contribution Act (FICA), Workers' Compensation, State Unemployment Insurance (SUI), and Federal Unemployment Tax (FUTA), benefits and State Disability Insurance (SDI). Whereas, pursuant to Section 12302.21 of the Welfare and Institutions Code (WIC) the State shall provide Workers' Compensation coverage for IHSS/PCSP providers that are employed under IHSS/PCSP contracts entered into by a county.
2. All employees shall receive wages and benefits which are no less than required by applicable State and Federal law. The minimum wage in California, effective January 1, 2008, is \$8.00 an hour.
3. The job descriptions, salary levels, step merit increases, related promotional and step merit increase requirements under this Contract are as described in Exhibit H and Exhibit I-1 through I-4 attached hereto and made a part hereof. These are the minimum level for salaries and benefits. All wages, salaries and benefits described in Exhibit A, Exhibit

H, and Exhibit I-1 through I-4 are certain and definite and not subject to further negotiation between Contractor and any union or other entity.

If for any reason, during the term of this Contract and any extension or renewal thereof, there is a reduction of any wages or benefits for providers, it may result in an adjustment to the per hourly unit rate of return for services. Any such reduction must be reported to the Authority prior to implementation. The Contractor must immediately notify the Authority of the effective date and the amount of such reduction. Any reduction in provider wages and benefits must be reflected in an amendment to this Contract and the Authority shall reduce the reimbursement to the Contractor, in an amount proportionate to the wage and benefit reduction, effective for services provided on the date of the wage and benefit reduction provided by the Contractor. Parties hereby agree that this provision is included to protect the integrity of the proposal process. Except as provided in Attachment B, Section 6. of this Contract, in no event will the hourly rate of reimbursement to the Contractor be increased as a result of an increase to the wages and benefits.

N. Availability of Funds

Payment for all services provided in accordance with the provisions of this Contract are contingent upon the availability of Federal, State and County funds for the purposes of providing IHSS. Pursuant to CDSS MPP Division 10, Section 205, the portion of a payment by a county on an IHSS Contract in excess of 110% of the allowable cost of service shall not be eligible for matching or reimbursement from State or Federal funds.

Attachment C – Definitions

- A. **In-Home Supportive Services (IHSS)** - An alternative to out-of-home care designed pursuant to the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Section 30-700. The In-Home Supportive Services (IHSS) Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance. Services are limited by the availability of funds.

The IHSS Program has two components, the Personal Care Services Program (PCSP) and the IHSS Residual Program:

1. The **Personal Care Services Program (PCSP)** provides personal care services to eligible Medi-Cal beneficiaries pursuant to Welfare and Institutions Code Section 14132.95 and Title 22, California Code of Regulations, Division 3 and is subject to all other provisions of Medi-Cal statutes and regulations. The program is operated pursuant to CDSS MPP Division 30 and is funded by Title XIX of the Social Security Act, California General Funds, and County Funds.
2. The **Non-Personal Care Services Program (IHSS Residual)** is operated pursuant to CDSS MPP Division 30 and is funded by Title XX of the Social Security Act, California General Funds and County Funds.

- B. **Recipients – Target Population:** IHSS serves older adults and persons of any age who are physically disabled, developmentally disabled, mentally ill, or have severe cognitive difficulties such as dementia and Alzheimer's disease. To be eligible, recipients must be living in their own homes within the boundaries of the County and must meet one of the following conditions:

1. Currently receive Supplemental Security Income (SSI) or State Supplementary Program (SSP) benefits.
2. Meet all SSI/SSP eligibility criteria including income, but does not receive SSI/SSP benefits.
3. Meet all SSI/SSP eligibility criteria except for income in excess of SSI/SSP eligibility standards.
4. Was once eligible for SSI/SSP benefits but became ineligible because of engaging in substantial gainful activity and meets all of the following conditions:
 - a. The individual was once determined to be disabled in accordance with Title XVI of the Social Security Act (SSI/SSP).

- b. The individual continues to have the physical and mental impairments which were the basis of the disability determination.
 - c. The individual requires assistance in one or more areas specified under the definition of severely impaired in CDSS MPP Division 30, section 753.
- 5. The Contractor will serve IHSS recipients who not only lack the skills to hire and supervise their own providers, but who may also have behavioral problems or cognitive impairments that create barriers to effective service delivery. On-going supervisory intervention is necessary to identify strategies to overcome these barriers. An example of a recipient in this category is someone with anger management problems or who has a history of being accusatory or verbally abusive towards his/her provider.
- C. **Service Hour** - The basic unit of time to which the contractual hourly rate will apply and for which County will be billed and the Contractor paid in each billing cycle. A service hour is the actual time spent providing the services listed in Attachment A Description of Services. The service hour does not include training time, travel time, break time or time spent by providers when recipients are not at home or refuse services.
- D. **Compliance Audit** - An audit that covers all fiscal and programmatic terms and conditions of the Contract, which includes, but is not limited to:
 - 1. Any adjustment that is made to the authorized hours of services being provided by the Contractor, i.e., compare authorized hours to hours actually served;
 - 2. The Contractor has served all requested hours seven days a week including nights, weekends and holidays;
 - 3. The Contractor has provided a 24-hour, 800 number telephone service to the provider/recipient for the IHSS program needs and has informed providers and recipients of this service and number;
 - 4. All Authority required Contract reports are sent in a timely manner, i.e., within timelines specified in the Contract;
 - 5. All provider information and reports are maintained by the Contractor according to Contract specifications;
 - 6. The Contractor has complied with the maximum wage and benefit requirements as specified in the Contract;

7. The recipient has received written notification of the grievance/appeal rights regarding Contractors' delivery of service as specified in the Contract.
8. The Contractor has maintained a personnel file for each provider which includes, but is not limited to: provider name, address, telephone number, health insurance, and any other pertinent employee information, as well as documentation of provider training as described in Exhibit L (i.e., the documentation of provider orientation training, skill development training for recipient care, and training on wages, benefits, and the completion/submission of timesheets).
9. The Contractor has supported documentation of payments made to providers, i.e., who has signed and dated the timesheets, and the recipient has approved the hours worked;
10. The Contractor has complied with the specified supervisor ratio and supervisor/recipient visits;
11. The Contractor has submitted a current copy of the insurance policy to show actual cost for insurance premiums. In accordance the Section 12302.21 of the Welfare and Institution Code, the Contractor is not to include the cost component for Workers' Compensation;
12. The Contractor is in compliance with the Welfare and Institutions Code, the CDSS MPP, Title XIX and Title XX provisions as applicable to the IHSS Program;
13. The Contractor is in compliance with the Equal Employment Opportunity rules and regulations as applicable to the IHSS Program.

E. **Financial Audit** - An audit to determine compliance with all financial provisions in this Contract which includes, but is not limited to, all the financial records, accounts and documents, the provider wages and benefits, as well as the budget line items and the budget narrative pertaining to this Contract.

F. **Monitoring** - Monitoring means the activity necessary to assure compliance with regulations and contractual requirements.

G. **Evaluation** - Evaluation means the use of reviews to:

1. Determine the efficiency and effectiveness of social services delivery systems management, optimal utilization of resources and elimination of deficiencies in management information systems, administrative procedures or organizational structure; and

2. Determine whether desired results or benefits are being achieved, whether the objectives established by the regulations are being met and whether the agency has evaluated alternatives which might yield desired results at lower costs.

Attachment D – Duties and Responsibilities

A. Authority and Contractor shall have the following joint responsibilities:

1. Prepare periodic evaluations to determine a fiscal and program appraisal of the successes and/or deficiencies of this In-Home Support Services (IHSS) Contract to determine the extent to which the program is achieving its purposes.
2. Confer on all cases in which a client grievance/appeal has been registered regarding the conduct or performance of the provider.
3. Maintain liaison personnel:
 - a. Contractor must provide Authority, in writing, the name and address of the person who has the primary responsibility for liaison and coordination of activities of the IHSS Program.
 - b. Authority will provide a similar liaison person to Contractor.
 - c. These persons will act on behalf of their respective organizations to ensure compliance with all Contract provisions.

B. Authority shall have the following duties and responsibilities:

1. Purchase IHSS from Contractor for appropriate cases, where such services are not otherwise available.
2. If the Contractor is unable to provide authorized services/hours once a recipient has been referred to the Contractor, the Authority has the right, in consultation with County IHSS social workers, to determine if/when a recipient's health and safety are at risk due to Contractor's inability to provide authorized services; and to purchase the recipient's services from a provider chosen by the Authority. The recipient will continue to be served by another provider until the Contractor is able to provide services for the recipient. The cost of purchasing these services from another provider will be deducted from the Contractor's payments and/or recouped through assessment of liquidated damages (See Attachment B, Section D. 1. a. and k.).
3. Assure a procedure consistent with Exhibit M, which is attached and made a part hereof by this reference, by which each recipient shall have the opportunity to initiate and participate in an Authority review in order to present grievances concerning services under this Contract.

4. Authority staff or an independent auditor shall conduct monitoring and prepare evaluations of this Contract in accordance with CDSS MPP Sections 10-150 through 10-153 and MPP Sections 23-640. The Authority monitoring and evaluations are to determine a fiscal and program appraisal of the successes and/or deficiencies of the IHSS Contract and to determine the extent to which the program is achieving its purposes.
 - a. The Authority shall ensure on-going monitoring and prepare quarterly evaluation of contracts for the purchase of social services.
 - b. The Authority shall notify the contractor in writing within thirty (30) calendar days of the discovery of any potential problems during any monitoring and evaluation examination.
 - c. Authority monitoring of the Contract may include, but is not limited to, field reviews, audit claims, review of monthly and quarterly reports, compliance audits, financial audits, monthly review of all records, inquiries concerning individual employees, and any other means the Authority deems necessary. Contractor will provide information requested by Authority for monitoring purposes in a timely manner. Timely manner is defined as within ten (10) calendar days following the Authority request.
5. Ensure that during the effective dates of the Contract, the Contractor shall keep all records which are necessary to fully disclose the extent of services to the client. At the expiration of the Contract the Authority shall keep said records for a minimum of three years from the date of service. On request, the Authority shall furnish records for audit to the State of California or the U. S. Department of Health and Human Services or their duly appointed representatives.
6. Assist the Contractor in obtaining complete and current information with respect to pertinent statutes, regulations, policies, procedures and guidelines which apply to the delivery of IHSS.
7. Provide orientation to all appropriate social services staff regarding Contractor's bidding, role, responsibilities and contracting agreements.
8. Administer liquidated damages for non-performance as specified in Attachment B, Section D. of this Contract.

C. County shall have the following duties and responsibilities:

1. Have sole authority for determination of need for IHSS, the level and quality of services required, and the eligibility of individuals to be served.

2. Assess the continuing need for services and evaluate the effectiveness and quality of services performed by the Contractor pursuant to this Contract. Assessment and authorization of IHSS shall be accomplished by Authority staff at least every twelve months.
3. Have the exclusive right to terminate the recipient's participation in the IHSS Program at any time based on regulatory requirements.
4. Have the exclusive right to terminate provision of service under this Contract to any recipient.
5. Have the exclusive right to authorize services for a recipient. The Authority shall not be liable for the cost of such services furnished to any recipient unless authorization is designated in writing by the Authority.
6. Maintain records which will include, but not be limited to, the assessment of need; case opening and closing dates; description of actual services to be provided.
7. Assure that in the event recipient's hours are changed for any reason, or Authority takes any other action, the recipient shall maintain the right to a State hearing. A State hearing shall be available to a claimant who is dissatisfied with an Authority action (regardless of mode) and a request for hearing may be either written or oral. Claimants are encouraged to use the reverse side of the Notice of Action (NA 690) to request a hearing.
8. Coordinate services with other community resources and activities.

D. Contractor shall have the following duties and responsibilities:

1. Provide IHSS, as specified in this contract.
2. Provide all authorized services to all clients referred by the Authority to the Contractor. Provide a maximum of 172,500 service hours for each contract year.
3. Follow the Authority policy and procedure to notify the Authority within three working days of any changes in the recipient's need for services identified by the recipient which indicates a reassessment of need and/or eligibility may be appropriate including provisions for 24-hour care including weekend and holiday services. Contractor shall notify Authority, within five working days, of each instance of non-receipt of scheduled services with an explanation and effective dates. Contractor shall notify Authority immediately if the change in circumstances indicates a possible danger to the safety of the recipient. Failure to meet above notification

requirements may result in liquidated damages being assessed (See Section Attachment B, Section D. 1.).

4. Provide adequate IHSS supervisory staff (at least one IHSS supervisor for each 3,000 hours of actual IHSS service hours authorized each month to recipients). Failure to meet supervisory requirements may result in liquidated damages being assessed (See Attachment B, Section D. 1. e.).
5. In addition to IHSS supervisory staff, provide adequate administrative and support personnel to carry out the requirements of this contract, which includes, but is not limited to, a full-time, on-site program manager.
6. Employ, orient, train, direct and supervise sufficient number of qualified IHSS service providers to provide all authorized services. This should be done in accordance to the State's All County Letter 09-52.
7. Deliver all of the authorized services at the time the services are needed, including holidays, weekends and nights. Contractor shall ensure availability of sufficient substitute workers during providers' vacations, sick leave and holidays so that recipients will not be deprived of authorized services. Failure to meet supervisory requirements may result in liquidated damages being assessed (See Attachment B, Section D. 1. g. and k.).
8. Provide an initial mandatory orientation, to include topics addressed in CDSS MPP Division 19 (Confidentiality) and Division 21 (Non-Discrimination), and any State regulation regarding the prevention of fraud to each new and existing service provider within one month of hiring or initiation of Contract.

Provide a complete skill development package. Skill development is training that has a direct relationship to job competencies required of home care workers that will enable them to provide safe, efficient and appropriate personal care services.

Assess the skill level of each employee in relation to the personal care services he/she will be required to perform and provide training that relates to job competencies. Contractor shall maintain records of all employee skill assessments and specific training provided to meet minimum standards of competency.

Failure to meet supervisory requirements may result in liquidated damages being assessed. (See Attachment B, Section D. 1. c.).

Above training shall be performed pursuant to the plan as Exhibit L and made a part hereof.

All training records shall be made available to the Authority upon request.

9. Ensure that paramedical services, as authorized by a health professional on a "Request for Order and Consent-Paramedical Services" (Form SOC 321) for recipients, are performed only by personnel who have been trained to provide such care. Records of skill levels and training related thereto shall be maintained by the Contractor and be available to Authority or County staff upon demand. Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. h.).
10. Require that a supervisor visit each recipient's home at least once every three months to:
 - a. Observe the condition of the home;
 - b. Discuss with the recipient the quality of the work provided; and
 - c. Notify the recipient of the process by which any dissatisfaction over service delivery may be expressed.

As a part of this supervision, a supervisor shall accompany each newly hired provider on their first work assignment. Additional visits may be required until the provider has demonstrated an adequate level of job performance. Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. j.).

11. Conform with CDSS MPP Section 30-767-123, to the fullest extent possible; insure that preference is given to the selection of providers who are recipients of public assistance or other low-income persons who would qualify for public assistance in the absence of such employment, except in regard to persons recruited by the recipient.
12. In accordance with WIC 12304, allow recipients receiving non-medical personal or paramedical services, to recruit their own provider. Contractor shall accommodate recipient preference in provider assignments in all other cases where practical.
13. The Contractor liaison shall provide any information, as requested by the Authority. Information may include, but not be limited to that which documents activity and accomplishments of the program. The Contractor liaison shall provide this information in a timely manner. Unless otherwise stated herein, timely shall mean within ten (10) calendar days of the request for information. Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. f.).

14. Provide Authority by the tenth calendar day of each month, a monthly “activity report.” This report will include, but is not limited to, any grievance and the result of any grievance by any provider or recipient and any other items the Authority deems necessary. Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. f.).
15. Maintain a personnel file for every provider. The personnel file shall include, but is not limited to:
 - a. Name and address of provider;
 - b. Telephone number;
 - c. Social Security number;
 - d. Driver’s license number;
 - e. All training given to provider;
 - f. Provider’s weekly work schedule;
 - g. Provider’s hire date and termination date;
 - h. Provider’s emergency contact person
 - i. Record of benefits, wages and wage increases
 - j. All insurance coverage(s);
 - k. Provider’s evaluations, any adverse action as well as any record of complaints; and
 - l. Personal Care Services Program Provider/Enrollment Agreement – Soc 426
 - m. Any other information Authority deems necessary

Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. d.).

Personnel files will be opened to Authority review upon request

16. Provide to the Authority by the tenth calendar day following the end of each quarter budget, fiscal, statistical, program and other data as may be required by the Authority. Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. f.).
17. Provide to the Authority by the tenth calendar day following the end of each quarter:
 - a. Names of all employees working under this contract;
 - b. Their addresses and telephone numbers;
 - c. Their training records;
 - d. Providers' evaluations; and
 - e. Providers' weekly schedules.

Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. f.).

18. Items 15, 16 and 17 shall be used for the purpose of an on-going evaluation and assessment of the services provided by the Contractor. In addition, this information will be used as a means for basic information to all bidders on subsequent bidding cycles. This information will assist in implementing a smooth and orderly transfer to a new Contractor, if appropriate.

Contractor shall be liable to the Authority for any cost incurred by the Authority because of Contractor's failure to cooperate in the transition process. Recoupment of costs will be through withholding payment of Contractor's final billing or any other means available to the Authority.

19. Comply and require its officers and employees to comply with the provisions of Section 10850 of the WIC and Division 19 of the CDSS MPP to assure that:
 - a. All individuals' applications and records made or kept by a public officer or agency in connection with the administration of the provision of the WIC relating to any form of public social services for which grants in aid are received by this State or by the Federal Government will be confidential and will not be open to examination

for any purpose not directly connected with the administration of public social services; and

- b. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

- 20. Maintain a local office(s) at San Mateo County, California, which will remain open for business Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. except for designated holidays, and which shall be staffed at all times with appropriate supervisory personnel during business hours.
- 21. Make no charges to recipients for services with the exception of share of cost as delineated in Attachment B, Section E. of this Contract.
- 22. Obtain prior written approval from the Authority before subcontracting any of the services delivered under this Contract. Any subcontracting shall be subject to all applicable provisions of this Contract and all applicable State and Federal regulations. The Contractor shall be held responsible by the Authority for the performance of any subcontractor.
- 23. Submit reports or other data in the format as required for the automated CMIPS, the management information system in use in the CDSS, and ensure that if a system is established to charge different rates for personal and domestic care services that this system is compatible with all elements of CMIPS, including the day-to-day data collection and the Contractor Interface (COIN).
- 24. Abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the WIC, Section 10000, CDSS MPP Division 21, and all other applicable Federal and State laws to ensure that employment practices and the delivery of social services are non-discriminatory. Under this requirement, the Contractor shall not discriminate on the basis of race, color, national origin, political affiliation, religion, marital status, sex, age, or handicap.
- 25. Comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity." This is amended by U.S. Executive Order 11375 and supplemented in 45 CFR, Part 60. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, national

origin or ancestry, religion, sex, marital status, political affiliation, age or handicap. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.

26. Orient all staff to reporting of any suspected elder and dependent adult abuse pursuant to WIC Sections 15600 et seq. Suspected incidents of physical abuse should be immediately reported by telephone to the Authority, followed by a written report on the required State form SOC 341 within two working days and for the other forms of abuse a written report on the required State form SOC 341 to the County within two working days. Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. f.).
27. Provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding Contractor's delivery of services. Ensure that recipients are made aware of this system and how to access the system. Such a system shall be provided as described in the attached Exhibit M and made a part hereof by this reference.
28. Require applicants for employment to indicate, in writing, whether the applicant has ever been convicted of a crime. Contractor shall use the following specific language on their applications for employment:

"Have you ever been convicted by any court of any crime?"

"NOTE: You may answer "no" if the conviction is specified in Health and Safety Code Section 11361.5, which section pertains to various marijuana offenses, or, the conviction was under Health and Safety Code Section 11557 or its successor 11366 when that conviction was stipulated or designated to be a lesser included offense of the offense of possession of marijuana."

Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. d.).

29. Require proof of identification from a prospective provider prior to placing the prospective provider on a list or registry, or prior to supplying a name from the list or registry to an applicant for, or recipient of, In-Home Supportive Services, as stipulated in WIC Section 12306.5. In addition, Contractor shall interview all applicants, check and document their references, prior to employment as an IHSS provider.
 - a. Proof of identification includes, but is not limited to, positive photograph identification from a government source.

Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. d.).

30. Become the enrolled provider in the contract mode for the Personal Care Service Program (PCSP). This will be demonstrated by the signed enrollment form from the Contractor included as Exhibit N (SOC 431) and made a part hereof by this reference. The Contractor will ensure that all provisions related to the PCSP program are implemented for the duration of this Agreement.

The Contractor shall, at a minimum, certify the following:

- a. All employees of the contract agency, with the exception of certain relative providers, are qualified to provide the care authorized.

Relatives are excluded from PCSP funding. Relatives for this purpose are defined as either parents of a minor child or spouse.

- b. All claims submitted to the Authority for services to recipients of the Personal Care Services Program and provided by the contract agency, will be provided as authorized for the recipient.
- c. That payment of these claims will be from Federal and/or State and/or County funds; that any false statement, claim, or concealment of information may be prosecuted under Federal and/or State laws.
- d. That services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, sexual orientation, age, or physical or mental disability.

31. Supervisor makes recipient contact within ten working days (except for provision of emergency services as referenced in Attachment D, Section D. 32.) of the Contractor's receipt of the Authority service authorization document. A copy of a home evaluation document shall be completed by the Contractor and sent to the Authority within five working days following the initial recipient contact. This document shall include, but not be limited to the following:

- a. Date authorization was received;
- b. Beginning date of service;
- c. Proposed service delivery schedule;
- d. Any problems associated with service delivery; and

e. Any other recommendation(s) indicated by the Authority.

Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. f. and j.).

32. Commence services in a timely manner. Unless otherwise stated herein, timely shall mean ten (10) calendar days from receipt of Authority authorization documentation for non-emergency services and within 24 hours for emergency services as determined by the Authority. Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. b.).
33. Offer continued employment under this contract to those IHSS providers employed by the incumbent Contractor as of October 1, 2004, in order to maintain continuity of services in carrying out the program. Existing providers who accept the offer of employment are to be paid, at a minimum, at their current wage and benefit rate or the minimum required by law, whichever is greater. All new providers shall be paid at rates dependent upon the details set forth in the successful bid. Refer to Exhibit "I-1" through "I-4" made a part hereof by this reference.
34. At Authority's request, provider services shall be available seven (7) days a week.
35. Provide toll free telephone service 24 hours per day, seven days a week to recipients/providers in order for them to communicate with the Contractor regarding the IHSS Program. This service will be installed within one month of the commencement date of this Contract. The Contractor will assure that recipients/providers are aware of this service and the number to access the service.
36. Provide documentation of a safety program which would keep down Workers' Compensation cost and report all injuries and Workers' Compensation claims to the Authority within ten (10) days of the injury and/or Workers' Compensation claim. Failure to meet requirements of this section may result in liquidated damages being assessed (See Attachment B, Section D. 1. f.).
37. Provide contract services for the high-risk special client population groups specified in the proponent's response to a RFP Section XI, Exhibit Q., including persons with AIDS, persons at risk of abuse, neglect and exploitation, persons who are unable to hire/supervise their own workers, and persons who reside in remote areas of the county where other support services are inaccessible or unavailable.

38. Give full cooperation in any monitoring or any auditing conducted by governmental entities or their agents; and Contractor shall comply with all financial and compliance audits as specified in MPP 23-640 and as the Authority deems necessary.
39. Contractor agrees their financial records shall contain itemized records of all costs related to this contract and be available for inspection in the county within three working days of the request by the Authority, County, State or Federal Agencies.
40. Comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contracts Code 10115.10.

NOTE: In accordance with OMB Circular A-87 et seq., OMB Circular A-110 et seq., OMB Circular A-133 et seq. (not-for-profit agencies) or OMB Circular A-128, Public Law 98-502, "Single Audit Act" (for profit agencies), a financial and/or compliance audit may be conducted in any area of this contract that the County, State or Federal Agencies deem necessary.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

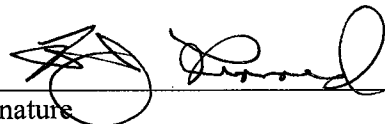
~~FRANCIS J. LEONARD~~ Elizabeth O'Brien,
 Name of 504 Person - Type or Print

Address HealthCare, Inc.
 Name of Contractor(s) - Type or Print

2401 S. Plum Grove Rd.
 Street Address or P.O. Box

Palatine, IL 60067
 City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.


 Signature

CFO
 Title of Authorized Official

4/23/10
 Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Advus HealthCare, Inc.	Phone:	650-638-7943
Contact Person:	Nancy Kline	Fax:	650-638-7949
Address:	1730 S. Amphlett Blvd. Suite 144 San Mateo, CA 94402-2709		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on 7-1-08 (date) and expires on 6-30-10 (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

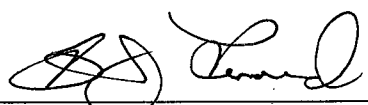
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on 7-1-08 (date) and expires on 6-30-10 (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.



 Signature
4/23/10

 Date

FRANCIS J. LEONARD

 Name
CFO

 Title

CONTRACT INSURANCE APPROVAL

DATE: April 7, 2010

TO: FAX: 363-4864 PONY: HRD 163

FROM: Marie Shanks, Aging and Adult Services
 PHONE: 573-3495 FAX: 573-3729 PONY: AAS321

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Addus HealthCare, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than 15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:
Contractor provides In-Home Supportive Services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:



 Risk Management Analyst

4/7/10

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2009

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Addus HealthCare, Inc.
and its subsidiaries
2401 South Plum Grove Road
Palatine, IL 60067 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Chicago Ins Co	22810
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:	Liberty Mutual Insurance Co.	23043
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	AHC270581303	06/01/2009	06/01/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	Included
						MED EXP (Any one person)	Excluded
						PERSONAL & ADV INJURY	Included
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	Excluded
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	AS2641435409069	06/01/2009	06/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	XSS200137203	06/01/2009	06/01/2010	EACH OCCURRENCE	\$7,000,000
						AGGREGATE	\$7,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WA764D435409049	06/01/2009	06/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 San Mateo County is included as an Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER
 San Mateo County
 Aging & Adult Services Division
 225 37th Avenue
 San Mateo CA 94403 USA

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Central, Inc.*

Holder Identifier :

Certificate No : 570034977626