

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND SELF HELP FOR THE ELDERLY**

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Self Help for the Elderly hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Congregate Nutrition, Home Delivered Meals, Supplemental Home Delivered Meals, Health Insurance Counseling and Advocacy Program (HICAP), HICAP Financial Alignment, HICAP Medicare Improvements for Patients and Providers Act (MIPPA), and Information and Assistance program services.

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

1. Exhibits and Attachments

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

- Exhibit A - FY 2014-15 Description of Services Titles III, IV, and HICAP
- Exhibit B - FY 2014-15 Fiscal Summary
- Exhibit C - FY 2014-15 Description of Services HICAP Financial Alignment
- Exhibit D - FY 2014-15 Fiscal Summary
- Exhibit E - FY 2014-15 Description of Services HICAP MIPPA
- Exhibit F- FY 2014-15 Fiscal Summary
- Attachment F—CARS Specifications
- Attachment H—HIPAA Business Associate requirements
- Attachment I—§ 504 Compliance
- Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

2. Services to be Performed by Contractor

In consideration of the payments set forth herein and in Exhibits B, D, and F, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A, C, and E.

3. Payments

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits A, C, and E, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B, D, and F. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED NINETY-ONE THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS (\$491,982).

The County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the County to be: out of compliance with the Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to Aging and Adult Services (AAS) by the tenth (10th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the AAS approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibits B, D, and F for specific fiscal requirements. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2015 will be due by July 7, 2015, to facilitate timely payment.

4. Term and Termination

Subject to compliance with all terms and conditions:

- Funding Period A of this Agreement shall be from July 1, 2014, through September 30, 2014;
- Funding Period B of this Agreement shall be from October 1, 2014, through June 30, 2015;
- Funding Period C of this Agreement shall be July 1, 2014, through March 31, 2015;
- Funding Period D of this Agreement shall be April 1, 2015, through June 30, 2015;
- Funding Period E of this Agreement shall be July 1, 2014, through June 30, 2015; and
- Funding Period F of this Agreement shall be July 1, 2014, through September 29, 2014.

- A. This Agreement may be terminated by the Contractor, the 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.

- B. 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 County and shall be promptly delivered to the County. 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.
- C. Termination for Cause. The grounds for termination for cause shall include, but are not limited to, the following:
1. Threat of life, health or safety of the public (see exemption from notice requirement, above);
 2. A violation of the law or failure to comply with any condition of this Agreement;
 3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement;
 4. Failure to comply with reporting requirements;
 5. Evidence that the Contractor is in an unsatisfactory financial condition determined by an audit of the County or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources;
 6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
 7. Appointment of a trustee, receiver, or liquidator for all or substantial part of the Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against the Contractor;
 8. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against the Contractor's assets or income;
 9. The commission of an act of bankruptcy;
 10. Finding of debarment or suspension; [Article II J]
 11. The Contractor's organizational structure has materially changed; and
 12. The County determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 for local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor maybe subject to special conditions or restriction.

5. Availability of Funds

The County 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 County 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 County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

- A. General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (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, if applicable, 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 County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- B. Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it

provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

Contractor shall indemnify and save harmless County, 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 County, 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 County 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 County. Any such assignment or subcontract without County's prior written consent shall give County 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 Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the AAS 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. Workers' Compensation and Employer's Liability Insurance.

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

B. **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be 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

If applicable, or unless otherwise amended by future regulation, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

- (a) \$750,000 if seating capacity is under 8
- (b) \$1,500,000 if seating capacity is 8-15
- (c) \$5,000,000 if seating capacity is over 15

County 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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

10. Compliance With Laws

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations

promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that 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.

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

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *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 upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, 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. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from

discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
 - No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
 - Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *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 the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

In compliance with Government Code 11019.9, Civil Code 1798 et. seq., Management Memo 06-12 and Budget Letter 06-34, the Contractor will ensure that confidential information is protected from disclosure in accordance with applicable laws, regulations, and policies.

Contractor shall provide services pursuant to Title 22 California Code of Regulations Sections 7352 through 7364.

"CRF" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code. "DUNS" means Data Universal Numbering System, the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

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 Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

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 30 days of such filing, provided that within such 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 County with a copy of their response to the Complaint when filed.

12. Compliance with Contractor Employee Jury Service Ordinance.

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

- A. Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, 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 County.
- C. Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments 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, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. 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 under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

David Randall, Financial Services Manager II
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403
Phone: (650) 573-2236
Fax: (650) 573-2193
drandall@smcgov.org

In the case of Contractor, to:

Anni Chung, President and CEO
Self Help for the Elderly
731 Sansome St., Ste. 100
San Francisco, CA 94111-1725

Phone: (415) 677-7555
Fax: (415) 296-0313
annic@selfhelpelderly.org

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

18. Conflict of Interest

A. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County determines that a conflict of interest exists, funds may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.

B. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

19. Debarment, Suspension, and Other Responsibility Matters

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR 92.35]

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(1) of this section;
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
- B. Contractor shall report immediately to AAS in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by AAS;
 - C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.
 - D. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

20. Contractor's Staff

- A. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
- B. This staff shall be available to the State and AAS for training and meetings, including Provider Network Meeting, Nutrition Site Manager's/HDM Coalition Meeting, Family Caregiver Collaborative Meeting as necessary. Contractors shall make every effort to have a representative in attendance of scheduled meetings.

21. Corporate Status

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

- C. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with AAS until satisfactory status is restored.

22. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

23. Commencement of Work

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

24. Records for California Department of Aging (CDA) Funded Programs

- A. Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report", to be audited financial statements, a summary worksheet of results from the audit resolutions performed with supporting documentation, letters of agreement, insurance documentation in accordance with this Agreement, Memorandums and/or Letter of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the County and shall make all records pertaining to the Agreement available for inspection and audit by the County or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor: (a) until an audit has occurred and an audit resolution has been issued by the State or unless otherwise authorized in writing by the County; (b) for a longer period, if any, as is required by the applicable statute, by any other clause of this Agreement or by B and C below or (c) for a longer period as the County deems necessary.
- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in A above. The Contractor shall ensure that any resource directories and all client records remain the property of the County upon termination of this Agreement, and are returned to the County or transferred to another Contractor as instructed by the County.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the County and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the County during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

25. Property

- A. Unless otherwise provided for in this Section, property refers to all assets, used in operation of this Agreement.
1. Property includes land, building, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.
- B. Property meeting all the following criteria are subject to reporting requirements.
1. Have a normal useful life of at least one year;
 2. Have a unit acquisition cost of at least \$500 (e.g., a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);
 3. Any property having the capacity to store data (e.g., printer, fax, copier); and
 4. Be used to conduct business under this Agreement.
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs, gutters, tunnels, parking lots, streets, sidewalks, drainage, and lighting systems.
- D. Intangibles are property that lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- Costs include all amounts incurred to acquire and to ready the intangible assets for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor will demonstrate efforts to purchase equipment and resources in a cost effective manner by showing documentation of their efforts.
- F. The Contractor shall keep track of property purchased with CDA funds. The Contractor shall maintain and submit to the County annually with the Closeout, in electronic form, a cumulative inventory of all property furnished

or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32, revised 2/07) unless otherwise directed by the County.

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

1. Date acquired;
2. Property description (include model number);
3. County/CDA tag number or other tag identifying it as State Property;
4. Serial Number (if applicable)
5. Cost or other basis of valuation; and
6. Fund source.

G. Disposal of Property

1. **Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the County for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding or transfer to another agency may not occur until approval is received from the County. The Contractor shall email the County requesting disposition of property. The County will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from the County, the item(s) shall be removed from the Contractor's inventory report.**
2. All confidential, sensitive, or personal information must be eliminated from property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), or cell or smart phones, multi-function printers, and laptops. Contractor must relinquish possession of the property to the County for this purpose.

- H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction or theft of such property to the County.
- I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- J. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall

assume responsibility for replacement or repair of such property during the period of the project until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.

- K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity or to the County.
- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, the County will issue specific written disposition instructions to the Contractor.
- M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:
 - 1. Another County program providing the same or similar service; or
 - 2. Another County-funded program.
- N. The Contractor may share use of the property and equipment or allow use by other programs upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.
- O. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursement item, the equipment to be purchased will be specified in the budget.

26. Access

The Contractor shall provide access to the federal, State or County agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal, State, or County representative to any books, documents, papers, records, and electronic files of the Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

27. Monitoring and Evaluation

- A. Authorized State and County representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies, procedures and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and

participants.

- B. The Contractor shall cooperate with the State and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

28. Audit

- A. Contractors will arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) [2 CFR Part 200, Subpart F Audit Requirements] [formerly Circular A-133]. A copy shall be submitted to:

Aging and Adult Services
Attn: Fiscal Department
225 37th Avenue
San Mateo, CA 94403

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures shall be separated out and specifically displayed along with the related federal expenditures in the single-audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number 17.235.

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

- B. This section B applies only to Title III/VII.

The following closely-related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its

subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

- 93.041 Special Programs for the Aging – Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII B)
- 93.042 Special Programs for the Aging – Title VII, Chapter 2 – Long Term Care Ombudsman services for Older Individuals (Title VII A)
- 93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)
- 93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)
- 93.045 Special Programs for the Aging -- Title III, Part C – Nutrition Services (Title III C)
- 93.052 National Family Caregiver Support-Title III, Part E
- 93.053 Nutrition Services Incentive Program (NSIP)

Cluster of programs means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are Research and Development (R&D), Student Financial Aid (SFA), and other clusters. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a State for federal awards provided to its subrecipients that meet the definition of cluster of programs. When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with §400 (d) (1) and §.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520, and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (OMB Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations).

- C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for County review.

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that a subcontractor expending \$750,000 or more in federal awards during the subcontractor's fiscal year has met the audit

requirements of [2 CFR Part 200, Subpart F Audit Requirements] [formerly Circular A-133] as summarized herein;

2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
 3. Reconciling expenditures reported to the County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments);
 4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (29 CFR 97.20 and 29 CFR 95.21) which state in part that financial reporting must be accurate, current, and complete; and accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents;
 5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents and;
 6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- D. The Contractor shall ensure that the single-audit reports meet [2 CFR Part 200, Subpart F Audit Requirements] [formerly Circular A-133] requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first;
 2. Property procured – use procurement standards provided for in [2 CFR Part 200, Subpart F Audit Requirements] [formerly Circular A-133] and provide maximum opportunities to small and minority audit firms;
 3. Performed in accordance with General Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide;
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs; and

5. Performed in accordance with provisions applicable to this program as identified in [2 CFR Part 200, Subpart F Audit Requirements] [formerly Circular A-133] Compliance Supplement.
- E. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the County shall have access to all audit reports and supporting work papers, and the County has the option to perform additional work, as needed.
- F. The contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense-verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow up performed to resolve the findings.
- G. Unless prohibited by law, the cost of audits completed in accordance with provision of the Single Audit Act Amendments of 1996, are allowable charges to federal awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost-principle circulars.
- H. Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. Contractor may not charge to federal awards the cost of auditing a non-federal entity which has federal awards expended of less than \$750,000 per year, and is thereby exempted under OMB Circular A-133, Subsection __200(d). However, this does not prohibit the Contractor from charging federal awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an administrative expense of the Contractor.
- I. The Contractor shall cooperate in any further audits which may be required by the County or State.

29. Dissolution of Entity

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

30. Grievance Procedure

Consumers of services funded through AAS shall have the opportunity to file a written

complaint against an AAS-funded program or an employee or volunteer of that program. All service providers must have a written grievance/complaint process for reviewing and attempting to resolve consumer complaints. The policy shall indicate a timeframe within which a complaint will be acknowledged. The timeframe to resolve a complaint at the service provider level shall be no more than thirty (30) days from the date of receiving a complaint. The written acknowledgment letter will clearly state the grievance levels within the contracted agency. The grievance process shall include confidentiality provisions to protect the complainant's right to privacy. Only information relevant to the complaint may be released to the responding party without the consent of the complainant. The complainant has a right to remain anonymous but will need to provide an address for written correspondence. An e-mail address is acceptable. The grievance and complaint process shall be posted in visible and accessible areas of each service program site. Information about the grievance process shall be delivered in writing to homebound consumers upon intake. For areas in which a substantial number of older adults are non-English speaking, the notification shall also be posted in the primary language of the program participants.

Should the complaint not result in resolution at the provider level, the consumer or his/her representative may bring the complaint to AAS. All notifications to the complainant shall include a statement that the complainant may appeal to AAS if dissatisfied with the result of the service provider's review. The levels of resolution are as follows:

- First Level: The service provider (AAS subcontractor)
- Second Level: The Health Services Manager over the Commissions and Provider Services Unit
- Third Level: The AAS Director
- Fourth Level: The Chief of the Health System or his/her designee
- Final Level: The California Department on Aging

31. Provision of Services

- A. Contractor shall take reasonable steps to ensure that "alternative communication services" are available to non-English speaking or Limited English Proficiency beneficiaries of services under this Agreement. (Title 22 CCR 98211)
- B. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - 1. Interpreters or bilingual providers and provider staff;
 - 2. Contracts with interpreter services;
 - 3. Use of telephone interpreter lines;
 - 4. Sharing of language assistance materials and services with other providers;
 - 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and

- programs; and
6. Referral to culturally and linguistically appropriate community services programs.
- C. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. (Title 22 CCR Section 98324)
 - D. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR 98370)
 - E. The Contractor shall notify the County immediately of a complaint alleging discrimination based upon a violation of State or Federal law. (Title 22 CCR 98211, 98310, 98340)

32. Information Integrity and Security

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e. public, confidential, sensitive and/or personal information as specified in the State Administrative Manual Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the County programs and services; and
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

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

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not

identifying any participant.

3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the County without prior written authorization from the County. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The County must maintain certificates of completion on file and provide them to the State upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractor/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors;
3. All employees and volunteers who handle personal, sensitive or confidential information relation to CDA's program must participate in Security Awareness Training.
4. Contractor will timely and accurately complete, sign, and submit all

necessary documentation of compliance.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirement of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirement of HIPAA.

F. Contractor Confidentiality Statement

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

The Contractor shall not publish or transfer any materials, as defined in item Section 36 below, produced or resulting from activities supported by this Agreement without the express written consent of AAS. Consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 45 days after the written request is received by AAS. AAS may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files, and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement.

33. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor must report all security incidents to AAS immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the AAS within five (5) business days of the date the incident was detected.

34. Notification of Security Breach to Data Subjects

- A. Notice must be given by the Contractor to County and any data subject whose personal information could have been breached.

- B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
- C. Notice may be provided in writing, electronically or by substitute notice in accordance with State law, regulation or policy.

35. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State and County data may be used.

36. Electronic Backups

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.

37. Copyrights and Right in Data

A. Copyrights

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

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in the item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of AAS. That consent shall be given or the reasons for denial shall be given and any

conditions under which it is given or denied within 30 days after the written request is received by AAS. AAS may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writing, sounds recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA through AAS. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
3. Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with The County of San Mateo / California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of AAS or CDA and that the publication may not be based upon or inclusive of all raw data."

38. Transition Plan

- A. The Contractor shall submit a transition plan to AAS within 10 days of delivery of a written Notice of Termination of a program funded either by Title III or Title VII. Transition plan for the Ombudsman program is included in Ombudsman Exhibit A. The transition plan must be approved by the County and State and shall at a minimum include the following:
 1. Description of how clients will be notified about the change in their service provider;
 2. A plan to communicate with other organizations that can assist in locating alternative services;
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
 4. A plan to evaluate clients in order to assure appropriate placement;

5. A plan to transfer any confidential medical and client records to a new contractor;
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations;
 7. A plan for adequate staff to provide continued care through the term of the contract;
 8. A full inventory and plan to dispose of, transfer or return to the State all equipment purchased during the entire operation of the contract; and
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by AAS. AAS will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by the County to the Contractor following the Notice of Termination.

39. Emergency Preparedness

Contractor agrees to assist County in emergency planning and response by providing County client-specific information, as requested by County.

40. Focal Point

The Contractor shall serve as a "focal point" for older individuals within the community by maximizing, to the extent possible, the co-location and coordination of services for older adults at its site.

41. Program Changes

Contractor agrees to inform the County of any alteration in program or service delivery at least thirty (30) days prior to the implementation of the change, or as soon as reasonably feasible.

42. New Beginning Coalition

Contractors are encouraged to actively participate in the New Beginning Coalition meetings. Participation in such meetings is a consideration in evaluating providers' contract performances.

43. Additional Notice Requirements

Any notice given to the County for the Contractor's change of legal name, main address, or name of Director shall be addressed to the Director of AAS on the Contractor's letterhead

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

COUNTY OF SAN MATEO

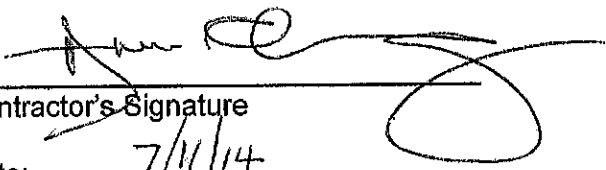
By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors
San Mateo County

Self Help for the Elderly



Contractor's Signature

Date: 7/11/14

EXHIBIT A

SELF HELP FOR THE ELDERLY

FY 2014-15 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, Home Delivered Meals and Supplemental Home Delivered Meals Programs, and an Information and Assistance Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2014 through June 30, 2015; Funding Period A, July 1, 2014 through September 30, 2014; Funding Period B, October 1, 2014 through June 30, 2015; Funding Period C, July 1, 2014 through March 30, 2015; and Funding Period D, April 1, 2015 through June 30, 2015. These programs shall operate in accordance with the California Department of Aging (CDA) and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring of nutrition programs will be conducted annually and onsite in accordance with the Area Agency on Aging (AAA) Contract Monitoring Procedures Manual. All other OAA programs will be monitored at least every other year. Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. The Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.

Contractor shall agree to distribute any County needs assessment or feedback surveys provided by the County. Surveys are to be returned to the County for data collection and analysis.

I. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 3,018 senior congregate meals and one nutrition education presentation

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 9,053 senior congregate meals and three nutrition education presentation

B. Unit Definitions

A meal provided to an eligible individual in a congregate group setting, that meets all of the requirements of the OAA and State/local laws, assures a minimum one-third of the Dietary Reference Intake (DRI), and complies with dietary guidelines for Americans.

Unit of Service: One meal

Nutrition Education is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program participants.

Unit of Service: One session per participant

C. Program Requirements

Program Requirements means Title III program requirements found in the OAA 42 USC Section 3001-3058; Code of Federal Regulations (CFR) (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.

Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans.

Nutrition Services Incentive Program (NSIP) means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each PSA compared to the total number of meals served in the State in the prior-prior federal fiscal year.

Eligible Service Population for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

Contractor agrees to:

1. Conform to the appropriate federal, State and local requirements, especially the standards and practices identified in CCR, Title 22, CDA Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health System policies and procedures;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate five days per week throughout the Community Service Area (CSA), but not necessarily five days per week at each site. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS;
4. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the congregate meals service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
5. Providers of Title III C programs shall annually assess the client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative, included in the AAS nutrition intake tool [OAA §339(2)(J)] [OAA§207(a)(3)];
6. Protect participants from potential food safety issues by discouraging any practice of participants bringing home-cooked food to share with other participants during the congregate meal service;
7. Providers must establish operational procedures to estimate the number of meals to prepare and serve and the amount of food to purchase so that leftovers shall be kept to a minimum.
8. Leftover meals cannot be counted as additional participant meals nor are they eligible for AAA reimbursement.
9. Priority shall be given to serving leftovers as seconds to congregate participants.

10. Title III funds may not be used to purchase food to distribute separately from the approved meal.
11. Inform clients that the Congregate Nutrition Program is partially funded by the OAA by posting signs near the contribution container at each congregate meal site indicating such. Signs will also state the suggested contribution level for eligible clients, non-senior spouse of an eligible client, and non-senior volunteers. The sign must also state that services will not be denied if a contribution is not made.
 - a. All contributions are to be anonymous and voluntary;
 - b. Volunteers providing services during the meal hours are not required to pay the established fee;
 - c. Contributions from eligible clients (project income) are to be used to expand or support the meal service;
 - d. Guests, non-congregate program volunteers, and non-senior employees must pay the required fee. These fees are to be collected and maintained separately from contributions from eligible clients;
12. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
 - a. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
 - b. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
 - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
 - d. Each service provider will:
 - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - (3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
 - (4) Establish appropriate procedures to safeguard and account for all contributions;
 - (5) Donation letters may not resemble a bill or a statement [OAA §315(b)];
 - (6) Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)];

13. Promote the Congregate Nutrition Program as **non fee-based**, avoiding references to “free or discounted meals” (e.g., free birthday lunch specials, offers associated with coupons, club membership discounts, etc);
14. Utilize appropriate verbiage in written materials (such as newsletters, menus, newspapers, websites, flyers, publications, etc.) by avoiding the use of language that implies a price or fee for the meal. If there is reference to a dollar amount for a meal, the words “suggested donation” or “suggested contribution” must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance;
15. A yearly written plan for a minimum of four quarterly staff/volunteer training sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
 - a. The AAS registered dietitian must approve the training curriculum;
 - b. Training topics must include at a minimum: food safety, prevention of food-borne illness, Hazard Analysis and Critical Control Points (HACCP) principles, accident prevention, fire safety, first aid, choking, emergency procedures, and earthquake preparedness;
 - c. Three of the training sessions must include food safety and sanitation principles;
 - d. The training plan shall identify who is to be trained, who will conduct the training, content of training and when it is scheduled; and
 - e. Documentation of training must include attendees’ evaluations and attendance records
16. A yearly written plan for a minimum of four quarterly participant nutrition education sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
 - a. The AAS registered dietitian must approve the training curriculum.
 - b. Documentation of sessions must include attendees’ evaluations and attendance records.
17. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and

behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "Illnesses" or (b) lesions/wounds to the site manager;

18. Submit menus the month prior to the meal service for approval by the AAS registered dietitian that comply with the Dietary Guidelines for Americans updated in 2010 by the US Department of Health and Human Services and the US Department of Agriculture. The menus are to be submitted with Contractor's MIS and invoice documents by the 10th of each month. All menus must comply with the following:
 - a. Be planned for a minimum of four (4) weeks;
 - b. Be posted in a location easily seen by participants at each congregate meal site;
 - c. Be legible and easy to read in the language of the majority of the participants; and
 - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate; and

19. Comply with CRFC requirements related to the use of trans fat:
 - a. Every food facility should have the label for any food/food additive they are using or storing in any way if it includes any fat, oil, or shortening;
 - b. Beginning January 1, 2010, no oil, shortening or margarine containing artificial trans fats may be used by a food facility unless used for deep frying yeast dough or cake batter;
 - c. Beginning January 1, 2011, no food containing artificial trans fat even in yeast dough or cake batter may be used/stored/distributed by a food facility;
 - d. Subdivision c. (above) shall not apply to food sold/served in a manufacturer's original, sealed package; and
 - e. A food contains artificial trans fat if it contains vegetable shortening, margarine or any partially hydrogenated vegetable oil unless trans fat content is less than .5 grams per serving
CRFC 114377;12.6(a)(b1)(b2)(c)(d).

20. Each food preparation site (central kitchen and caterer) must be physically inspected on a quarterly basis by the County Registered Dietitian. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the County that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, County policies and procedures must guarantee the following:

- a. Inspection of non-food preparation nutrition sites at least every other year;
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions;
21. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
 22. Proof of age or citizenship shall not be required as a condition of receiving services; and
 23. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services by the AAA or its contractors.

II. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

A. Units of Service

Contractor agrees to provide a minimum of the following **Primary HICAP Units of Service** annually during Funding Period C, July 1, 2014 through March 30, 2015 and Funding Period D, April 1, 2015 through June 30, 2015:

Estimated Number of Clients Counseled (Closed Intakes): 1,537
 Estimated Number of Public and Media Events: 78

Contractor also agrees to comply with the seven (7) **Federal Performance Measures – Benchmarks** as follows:

Estimated Number of Contacts: 10,342
 Estimated Number of Persons Reached at Public and Media Events: 21,546
 Estimated Number of Beneficiaries with Medicare Due to Disability
 Contacts: 475
 Estimated Number of Contacts with Low Income Beneficiaries: 3,583
 Estimated Number of Enrollment Assistance Contacts: 4,563
 Estimated Number of Part D Enrollment Assistance Contacts: 4,193
 Estimated Number of Counseling Assistance Hours in PSA: 3,531

B. Unit Definitions

Health Insurance Counseling and Advocacy Program (HICAP) is

defined in State law, Welfare and Institutions Code (W&I), Section 9541.

State Health Insurance Assistance Program (SHIP) is defined by the Centers for Medicare and Medicaid Services (CMS). This term may be used interchangeably with **HICAP**.

Eligible Service Population means (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [W&I 9541 (a) and (c)(2)], and (b) the public at large for HICAP community education services [W&I 9541, (c)(1)(4)(5)(6)].

Medicare Modernization Act 2005 State Funds (MMA State Funds) means the 2005 augmentation of HICAP State funds as defined in W&I 9757.5(h).

Community Education: Provide interactive community education to the public on Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health care coverage plans.

Unit of Service: One interactive presentation

Counseling and Informal Advocacy: Provide direct counseling and informal advocacy with respect to Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health coverage plans.

Unit of Service: One hour

Performance Measure: A quantitative or qualitative measure to help assess program towards an outcome or a goal.

Performance Target: A quantifiable goal to reach for performance improvement. For example, a target could be set at a certain percentage above the nationwide or cluster median, or within a certain quartile.

C. Program Requirements

Contractor shall perform the following:

1. Ensure statutory provisions of the HICAP [W&I Code, Section 9541] are met and services provided in accordance with all applicable laws regulations, and the HICAP Program Manual and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of this Agreement;
2. Maintain and if applicable, distribute an up-to-date HICAP Program

- Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all Counselors shall be provided the latest HICAP Counselor Handbook. [W&I Code 9100 (c)(d); Section 9541 (b)(1)(2)];
3. Provide timely notice to AAS of any changes to the program or changes in the status of the Contractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes;
 4. Submit the name of the HICAP Program Manager to the CDA and AAS within 30 days of initial employment;
 5. Recruit and maintain a strong, well-trained, cadre of volunteer Counselors, Long-Term Care Counselors, Long-Term Care Community Educators and General Community Educators [W&I Code, Section 9541(c)(7)]. New Counselors shall be recruited, trained, apprenticed, and registered as needed to adjust for attrition and to maintain the agreed upon performance levels in the latest Area Plan Service Unit Plans;
 6. Ensure that the standard HICAP work week business hours, open to the public, shall be five days a week, Monday through Friday, at least 9 a.m. to 4 p.m., except holidays;
 7. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. through 4 p.m. In the event clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and return telephone number with an answering service or answering machine. Calls from clients leaving messages shall be returned within two business days;
 8. Provide a written disclosure statement to counseling clients prior to counseling, as prescribed by the CDA in the HICAP Program Manual [W&I Code, Section 9541 (f)(4)];
 9. Provide a community education campaign designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, and related health care plans, and insurance topics [W&I Code Section

9541(c)(1)(4)(5)(6)];

10. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual [W&I Code, Section 9541 (e)];
 11. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency [W&I Code, Section 9541, (f)(7)];
 12. Maintain a program data collection and reporting system as specified in accordance to CDA / AAS Standards;
 13. Meet the minimum performance requirement in the Service Unit Plan. Programs will be notified of the new measures requirements in a Program Memorandum;
 14. Ensure the submission of program information and support documentation to the State HICAP Office, for the development of required reports. These include but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format required, in a timely manner, and at intervals as determined by the State HICAP office.
 15. Contractor shall ensure that the program performance data is entered into the State HICAP Automated Reporting Program (SHARP) in accordance with requires [W&I Code, Section 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.
- D. Ensure that if legal services are provided directly or through a subcontract, the following conditions are met:
1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar;
 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health

care coverage plans;

3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans;
4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral; and
5. The Supervising Attorney shall report the performance of legal services in accordance with the HICAP Reporting Instruction.

E. Assurances

Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population;
2. **Contributions.** No fees may be charged for services although contributions or donations may be requested. Signs and literature about the HICAP services may indicate that donations are welcome and may suggest donation amounts. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as HICAP Program Income;
3. **Management Capacity.** Staffing shall be adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the program at least 32 hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers;
4. **Program Manager Authority.** Assure that the Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services;
5. **Registered Counselors.** Provide that all persons affiliated with the

program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with law, regulation, and HICAP Program Manual;

6. **Confidential Records.** All records containing confidential client information shall be handled in a confidential manner, in accordance with the requirements for monitoring, audits and confidentiality. Confidential records shall be collected no less than annually from the field. This includes individual Intake/Counseling Forms of persons being counseled exceeding the maximum counseling period of twelve (12) months as defined in the HICAP Program Manual, Section 4, subsection 4.1. Maintain confidential records until an audit has occurred and an audit resolution has been issued, unless a longer retention period is otherwise authorized in writing by the CDA's Audit Branch or required by law. After that period of authorization, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality;
 7. Language will be included in all subcontracts requiring subcontractors to comply with all applicable State and federal laws; and
 8. Assure that Contractor provides HICAP counseling, informal advocacy, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to W&I Code, Chapters 7 and 7.5, the HICAP Program Manual as issued by CDA, and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of the Agreement.
- F. Contractor shall assure compliance with the State Conflict of Interest Requirements as follows:
1. Contractor shall assure that project staff and volunteers do not engage in the solicitation of insurance, nor endorse any Medicare supplement, long-term care, or other insurance policies or plans, nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client;

2. Contractor shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. Contractor shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with Department guidance on conflict of interest and the HICAP Program Manual; and
3. Contractor shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. Contractor shall assure that advisors and governing board members shall excuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest.

G. Transition Plan

In the event there is a change in the HICAP service provider, the Contractor shall submit a transition plan to AAS within 10 days of a written Notice of Termination from the outgoing service provider. The transition plan must be approved by AAS and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned from the out-going service provider to the incoming service provider;
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new subcontractor;
3. A description of how clients will be notified about the change in and continuation of their HICAP services;
4. Description of how the new subcontractor will communicate with other HICAP sites, local agencies and advocacy organizations that can assist in locating alternative services;
5. A description of how the new subcontractor will inform community

referral sources of the pending termination of this HICAP contract and the transition to the in-coming HICAP service provider;

6. A description of how to transfer sensitive and confidential records to a new subcontractor;
7. A description of adequate staff to provide continued service through the term of the existing subcontract [Title 22, Section 7206(e)(4)];
8. A full property inventory and a plan to transfer or return to AAS all equipment purchased during the entire operation of the Contract; and
9. Additional information as necessary to effect a safe transition of clients from the outgoing service provider to the new service provider.

The Contractor shall implement the transition plan as approved by AAS.

AAS will monitor the Contractor's progress in carrying out all elements of the transition plan.

H. Rights to Data

1. Materials published by the Contractor and financed with funds under this Agreement shall:
 - a. Include an acknowledgement that "This publication has been created or produced by [contractor] with financial assistance, in whole or in part, through a grant from the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and the California Department of Aging";
 - b. Use the SHIP logo and tagline on all publications;
 - c. Give the name of the entity, the address, and telephone number at which the supporting data is available;
 - d. Include a statement that "The conclusions and opinions expressed may not be those of the CDA or the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and that the publication may not be based upon or inclusive of all raw data."

III. HOME DELIVERED MEALS (formerly known as Meals on Wheels) AND SUPPLEMENTAL HOME DELIVERED MEALS PROGRAMS (formerly known as

Supplemental Meals on Wheels

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 1,156 Home Delivered Meals (HDM), one (1) nutrition education presentation, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 150 Supplemental Home Delivered Meals (SHDM), a County sponsored, non-OAA funded program.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 3,468 HDM, three (3) nutrition education presentations, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 450 SHDM, a County sponsored, non-OAA funded program.

B. Unit Definitions

A meal provided to an eligible individual in his or her place of residence that meets all of the requirements of the OAA and State/local laws, assures a minimum one-third of the current Dietary Reference Intake (DRI), and complies with the most current Dietary Guidelines for Americans.

Unit of Service: One meal

Nutrition Counseling provides individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status. Nutrition counseling may be made either in person or by any other means deemed appropriate (e.g., telephone, emails, etc.)

Unit of Service: One session per participant

Nutrition Education is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Printed material may be used as the sole nutrition education component for the HDM participants. However, a menu that has been annotated to include caloric counts and sources of various nutrients can not be counted as Nutrition Education.

Unit of Service: One session per participant

C. Program Requirements

Program Requirements means Title III program requirements found in the OAA 42 USC Section 3001-3058; Code of Federal Regulations (CFR) (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.

Title III C-2 (Home Delivered Nutrition Services) means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. The OAA funded HDM Program and the San Mateo County sponsored SHDM Program are two separate programs. Additional County criteria for the SHDM program are outlined in this section.

Nutrition Services Incentive Program (NSIP) means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area compared to the total number of meals served in the State in the prior-prior federal fiscal year.

Eligible Service Population for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

Contractor agrees to:

1. Conform to the appropriate federal, State and local requirements, especially the standards and practices identified in CCR, Title 22, CDA Title III Program Manual, OSHA requirements, current CRFC and San Mateo County Health System policies and procedures;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate the program for five days of service each week, Monday through Friday. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser

frequency is approved in advance by AAS;

4. Weekend meals must comply with all regulations specified for Monday through Friday service, including menu approval specified in Section 13;
5. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the HDM service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
6. Providers of Title III C programs shall annually assess the client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative, included in the AAS nutrition intake tool [OAA §339(2)(J)] [OAA§207(a)(3)];
7. Provide nutrition counseling for clients of HDM and SHDM who require the service, who are referred by physician's order for special diets, and/or who are determined by the Nutritional Screening Initiative to be at risk;
8. Prioritize services if a short-term waiting list needs to be established. Priorities for services shall be determined based on the following descending order:
 - a. First Priority - Acute Care: A person newly released from hospital with no caregiver;
 - b. Second Priority - Limited Caregiver Assistance: A person with acute or chronic medical conditions or physical disability and with less than adequate caregiver support;
 - c. Third Priority - Other: All other homebound, frail older adults and adults with disabilities;
9. Providers must establish operational procedures to estimate the number of meals to prepare and serve and the amount of food to purchase so that leftovers shall be kept to a minimum;
10. Leftover meals cannot be counted as additional participant meals nor are they eligible for AAA reimbursement;
11. Priority shall be given to serving leftovers as seconds to HDM participants;

12. Title IIIC funds may not be used to purchase food to distribute separately from the approved meal;
13. Submit menus for all meals served, including weekend meals, the month prior to the meal service for approval by the AAS registered dietitian that comply with the Dietary Guidelines for Americans updated in 2010 by the US Department of Health and Human Services and the US Department of Agriculture. The menus are to be submitted with Contractor's MIS and invoice documents by the 10th of each month. All menus must comply with the following:
 - a. Be planned for a minimum of four (4) weeks;
 - b. Be provided to participants;
 - c. Be legible and easy to read in the language of the majority of the participants; and
 - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate;
14. Comply with CRFC requirements related to the use of trans fat:
 - a. Every food facility should have the label for any food/food additive they are using or storing in any way if it includes any fat, oil, or shortening;
 - b. Beginning January 1, 2010, no oil, shortening or margarine containing artificial trans fats may be used by a food facility unless used for deep frying yeast dough or cake batter;
 - c. Beginning January 1, 2011, no food containing artificial trans fat even in yeast dough or cake batter may be used/stored/distributed by a food facility;
 - d. Subdivision c. (above) shall not apply to food sold/served in a manufacturer's original, sealed package; and
 - e. A food contains artificial trans fat if it contains vegetable shortening, margarine or any partially hydrogenated vegetable oil unless trans fat content is less than .5 grams per serving CRFC 114377;12.6(a)(b1)(b2)(c)(d).
15. Frozen meals produced in a nutrition services provider kitchen shall:
 - a. Be packaged and frozen within two (2) hours of the end of food production, according to the requirements of the California Retail Food Code (CRFC);
 - b. Have temperatures taken and recorded at the end of food production, at the time of packaging and throughout the freezing

- process. Temperatures shall be recorded and kept on file by the caterer and the nutrition services provider for audit;
- c. Be packed in individual trays, tightly sealed, and labeled with the date, contents and instructions for storage and reheating;
 - d. Be frozen throughout storage, transport, and delivery to the home delivered meal participant; and
 - e. Be discarded according to the USDA and FDA guidelines;
16. Ensure participants receive written instructions in the language of the majority of the participants for handling and reheating of the meals;
17. A yearly written plan for a minimum of four quarterly staff/volunteer training sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
- a. The AAS registered dietitian must approve the training curriculum;
 - b. Training topics must include at a minimum: food safety, prevention of food-borne illness, Hazard Analysis and Critical Control Points (HACCP) principles, accident prevention, fire safety, first aid, choking, emergency procedures, and earthquake preparedness;
 - c. Three of the training sessions must include food safety and sanitation principles;
 - d. The training plan shall identify who is to be trained, who will conduct the training, content of training and when it is scheduled; and
 - e. Documentation of training must include attendees' evaluations and attendance records;
18. A yearly written plan for a minimum of four quarterly participant nutrition education sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
- a. The AAS registered dietitian must approve the training curriculum;
 - b. Documentation of sessions must include attendees' evaluations and attendance records;
 - c. Printed material may be used as the sole nutrition education component for the HDM participants. However, a menu that has been annotated to include caloric counts and sources of various nutrient can not be counted as Nutrition Education;

19. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "illnesses" or (b) lesions/wounds to their site manager;
21. Participate in Site Manager's / HDM Coalition meetings;
22. Report service units and request reimbursement for HDM and SHDM as two separate programs;
23. County Registered Dietician (RD), quarterly, must physically inspect each food preparation site (central kitchen). Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the County that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, County policies and procedures must guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year;
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions; and
24. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
 - a. Means tests shall not be used by any contractor for any Title III or Title VII Services;
 - b. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
 - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
 - d. Each service provider will:
 - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - (3) Protect the privacy and confidentiality of each recipient with

- (4) respect to the recipient's contribution or lack of contribution;
 - (4) Establish appropriate procedures to safeguard and account for all contributions;
 - (5) Donation letters may not resemble a bill or a statement [OAA §315(b)];
 - (6) Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)];
25. Utilize appropriate verbiage in written materials (such as newsletters, menus, newspapers, websites, flyers, publications, etc.) by avoiding the use of language that implies a price or fee for the meal. If there is reference to a dollar amount for a meal, the words "suggested donation" or "suggested contribution" must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance;
26. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
27. Proof of age or citizenship shall not be required as a condition of receiving services; and
28. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.

To receive **Supplemental Home Delivered Meals (SHDM), a non-OAA funded program**), an individual must meet all of the following criteria:

1. Be an adult between the ages of 18 – 59 with a disability;
2. Be homebound because of incapacitating disability and/or illness;
3. Lack needed caregiver assistance from family or other resources that can aid in the provision of meals;
4. Be able to live at home if meals are provided, but unable to prepare or obtain nutritious meals;
5. Be assessed with a nutritional risk rating of 6+ (per the California Department of Aging definition); and
6. Participants will be required to pay for a portion of each meal.

The SHDM program will follow the same guidelines as the HDM program, with the exception of the eligibility criteria listed above.

IV. INFORMATION AND ASSISTANCE PROGRAM

The Information and Assistance (I&A) Program is available to any older adult age sixty (60) years of age and over and any person eighteen (18) and above with a disability, family members, friends or service providers seeking information and/or assistance to help with the target population. The following reflects the requirements for Title III clients, however contractors are expected to follow similar guidelines in providing information and assistance for adults with disabilities.

A. Units of Service

Contractor agrees to provide 1,513 contacts of information and assistance services during Term A, the period of July 1, 2014 through September 30, 2014.

Contractor agrees to provide 4,538 contacts of information and assistance services during Term B, the period of October 1, 2014 through June 30, 2015.

B. Unit Definitions

Information and Assistance means a service that: A) provides individuals with information and services available within the communities; B) links individuals to the services and opportunities that are available within the communities; and C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied and the requirement in C) are satisfied. "Maximum extent practicable" includes offering a follow-up call to all individuals who were linked to a service. Individuals can remain anonymous and may refuse a follow-up call.

Unit of Service: One (1) contact

A contact is a face-to-face or telephone interaction. Follow-up activities will be considered a separate contact and shall be reported as such.

C. Program Requirements

Program Requirements means Title III program requirements found in the [OAA, 42 United State Code §§ 3001-3058; 45 Code of Federal Regulations, XIII, 1321; California Code of Regulations (CCR), Title 22 § 7000 et seq; and California Department of Aging (CDA) Program Memoranda].

Title IIIB (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).

Eligible Service Population for Title III (except for Title IIIE) means individuals sixty (60) years of age or older with emphasis on those in economic and social need with particular attention to low-income minority individuals, older individuals with Limited English Proficiency and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E)] [California Code Regulations (CCR), Title 22 §§ 7125, 7127, 7130 and 7135].

Priority Services for Title IIIB means those services associated with access to services (transportation, outreach, information and assistance and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders involving neurological and organic brain dysfunction; and legal assistance.

Contractor agrees to:

Resource File and Printed Directory

1. Develop, maintain, and use an accurate, up-to-date resource file that contains information on available community resources, including information on assistive technology. The development and maintenance of this resource file(s) will be accomplished in conjunction with AAS;
2. Annually survey, in coordination with Aging and Adult Services, the social/human services available to older individuals in the community and compile and maintain a list of and information about those services including but not limited to the following:
 - a. Name, address and telephone number of the service provider;
 - b. Hours and days that the service provider is open for business;
 - c. Type of service(s) being provided;
 - d. Eligibility requirements for receipt of service(s);
 - e. Area served;
 - f. Application procedure to receive service(s);
 - g. Transportation available;

- h. Wheelchair accessibility for individuals with disabilities; and
 - i. Language(s) spoken;
- 3. Have procedures to respond to interim information changes as the changes become known to the provider, in addition to the annual survey specified above;
- 4. Assist AAS in the development of any printed or online I & A directory for public distribution;
- 5. Provide information and assistance to all older individuals in San Mateo County, with primary responsibility for the Central County Community Service Area which includes the cities of Burlingame, Foster City, Hillsborough, Millbrae, and San Mateo.

Information and Assistance

- 1. Contractor shall provide information and assistance to all older individuals in San Mateo County, with primary responsibility for the Central County Community Service Area II which includes the cities of Burlingame, Foster City, Hillsborough, Millbrae, and San Mateo.
- 2. Information means current facts and data including data on assistive technology ranging from a provider's name, telephone number and address to detailed data about community service systems, agency policies and procedures for application [CCR, Title 22 § 7533 (b)(1)].
- 3. Assistance means any of the following [CCR, Title 22 § 7533 (2)A-D]:
 - a. Assessing the needs of the inquirer;
 - b. Identifying appropriate and alternative resources to meet the inquirer's needs;
 - c. Specifying entities known to be suppliers of the products and/or services required to meet the identified needs; and
 - d. Referring and actively participating in linking the inquirer to needed services.
- 4. The main entry point to services within a planning and service area is the Title III B I & A Program. I & A staff assess individuals' needs and links them to local services or provides referrals to programs in other communities. In addition, I & A staff work with local agencies on disaster planning and preparedness activities to address the needs of older adults during local or statewide disasters.

5. The I & A Program consists of information and referral services to older individuals on a variety of services such as food programs, public benefits, legal services, case management, transportation, housing and other issues as requested. In addition, the program staff are required to follow-up with consumers to ensure that when referrals are made, consumers actually receive the appropriate service. If additional referrals and/or advocacy are needed the staff will continue to work with consumers to resolve problems.
- 6.. I & A provider(s) shall intervene on behalf of the older individual to assist in establishing eligibility for a needed service provided the older individual has given permission for the I & A provider to do so.
7. I & A provider(s) shall work closely with community legal and ombudsman programs established under federal law to assist older individuals in accessing advocacy services.
8. I & A providers shall serve as a resource to and coordinate with other community I & A projects and with all other supportive services available in the community to enhance the accessibility and efficiency in delivery of services to older individuals.

Access

1. When I & A services are provided in a facility the following criteria shall apply. The facility shall:
 - a. Be open during the hours provided for as negotiated between AAS and the contractor;
 - b. Provide individuals with the requested service(s) no later than one working day after the individual's visit to the I & A facility;
 - c. Provide privacy when interviewing individuals to ensure confidentiality of information;
 - d. Be accessible to older adults and individuals with disabilities;
 - e. Be conveniently located near public transportation and have parking available in the vicinity; and
 - f. Be equipped with a telephone system, office, equipment and furniture.
2. When I & A services are provided through a telephone answering system the following criteria shall apply:
 - a. The I & A telephone line shall be available to callers between 8:00 a.m. – 5:00 p.m., Monday through Friday;
 - b. The I & A provider shall attempt to make contact with any caller who leaves a message no later than one working day from the date the

- message was left;
- c. The contact shall be made by telephone if a return telephone number is included in the message; and
 - d. If only a return address is provided the contact shall be in the form of a written response.

Follow-up

1. Follow-up shall consist of contacting either of the following as appropriate within thirty (30) days of the referral to ascertain if the older individual's service needs were met.
 - a. First an attempt shall be made to contact the older individual or person acting on behalf of the older individual, or
 - b. If contact with the person specified in (a.) cannot be made, the entity(ies) to which the older individual is referred shall be contacted.
2. If the follow-up is conducted with the entity(ies) to which the older individual was referred and reveals that the entity(ies) was (were):
 - a. Able to provide the needed service(s). Then record the result of the follow-up in accordance with item 3 below.
 - b. Unable to provide the needed service(s). The provider shall:
 - (1) Confirm the types of services the entity(ies) provides;
 - (2) Ascertain the service(s) the older individual requested/needed; and
 - (3) Attempt to provide another referral if appropriate to the older individual.
3. Contractor shall record and take action on the follow-up by maintaining either a manual or a computer file system to record the outcome of the referral. In addition the provider shall:
 - a. Update the information in the resource directory to reflect any changes in the service(s) being provided; and
 - b. Delete the names of organizations which are no longer in operation.

Multilingual Services

1. In areas where a substantial number of older adults as determined by AAS do not speak English as their primary language, the contractor shall have available a sufficient number of qualified bi/multilingual persons to ensure the provision of services. Both paid staff and volunteers and/or other

interpretive services may satisfy this provision.

2. I & A providers shall claim bi/multilingual capabilities or advertise as a bi/multilingual service only if either of the following conditions are met:
 - a. Bi/multilingual service staff or volunteers are available during all of the hours that I & A services are available, or
 - b. The provider advertises the hours during which bi/multilingual services are available.

Confidentiality

1. Contractor, contractor's staff and/or volunteers shall not disclose any information about an older individual or information obtained from an older individual which in any way identifies that older individual without the written consent of the older individual or of that older individual's legal representative unless the disclosure is required by court order or for program monitoring by authorized federal, State or local monitoring agencies.
2. Protected information is to remain in a secure, locked file and/or in the case of computerized information system, password-secured or otherwise protected to protect the confidentiality of the client's records.

Publicity

1. Contractor shall publicize the availability of the services to individuals within the County. The publicity at a minimum shall include:
 - a. Name of the provider and telephone number for client use;
 - b. Services offered; and
 - c. Hours and days of operation.
2. Contractor shall be listed in the telephone directory in the geographical area it serves as follows:
 - a. White Page listing – SENIORS' INFORMATION or any other title commencing with the word SENIOR or SENIORS; and
 - b. Yellow Page listing – SENIORS' Services and ORGANIZATIONS.

Staffing

1. Contractor shall recruit management and staff who are experienced in I & A services and who demonstrate the ability to:

- a. Communicate clearly both orally and in writing to older individuals and to organizations in the community;
 - b. Understand and assess the needs of older individuals in delivering I & A services; and
 - c. Inform older individuals of the services available and assist them in utilizing these services.
2. Contractor may use volunteers to augment but not to replace paid staff.
 3. Contractor's staff/volunteers shall:
 - a. Maintain the resource file specified and keep the information current;
 - b. Provide I & A to inquirers;
 - c. Follow-up in cases where referrals have been made; and
 - d. Collect statistical data on clientele to document the types of referral services that are in the highest demand.
 4. Management and supervisory staff are to perform the following:
 - a. Determine number of staff including paid staff and volunteers required and the hours staff shall work;
 - b. Train paid staff and volunteers;
 - c. Implement personnel policies and practices including personnel evaluations of paid staff and volunteers at least annually; and
 - d. Provide new paid staff and volunteers with an orientation in federal law and the I & A principles.

Training

1. Contractor shall maintain a written plan for the provision of training to paid staff and volunteers. The training plan shall include elements of both:
 - a. Familiarize both paid staff and volunteers during orientation with the OAA; and
 - b. Define the role, purposes and function of the I & A service, the governing body and the administrative structure and policies of the service.
2. I & A staff shall have written procedures in place and should be trained at least annually on how to handle emergencies. As specified in Title 22, Division 1.8, Chapter 4, Article 2, § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police and ambulance

services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises;

- b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance; and
- c. Making written emergency procedures and instructions available to all staff that have contact with older individuals or persons with disabilities.

Contributions

1. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA § 315(b)]:
 - a. Means tests shall not be used by any contractor for any Title III or Title VII services;
 - b. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
 - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive; and
 - d. Each service provider will:
 - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - (3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
 - (4) Establish appropriate procedures to safeguard and account for all contributions;
 - (5) Donation letters may not resemble a bill or a statement [OAA § 315(b)]; and
 - (6) Individual client's donations shall not be tracked by accounts receivable [OAA § 315(b)(4)(C)].
2. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County.
3. Proof of age or citizenship shall not be required as a condition of receiving services.
4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.

Data Reporting

1. Monthly, quarterly and annual reports of data including units of service, client counts, demographics and other data as required by AAS and/or the CDA will be expected to be completed and submitted in a timely manner on required forms.

Program Changes

1. AAS shall be notified in writing and approve of (at least thirty (30) days in advance of implementation) any plan for change in the service resulting from the relocation of a facility, a route change or termination, reducing the number of service days and hours of operation or change in staff.

EXHIBIT B

SELF HELP FOR THE ELDERLY

FY 2014-15 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Congregate Nutrition, Home Delivered Meals and Supplemental Home Delivered Meals, Information and Assistance, and a Transportation Program. Services described in this Schedule B reflect program funding and payment method during fiscal year July 1, 2014 through June 30, 2015; Funding Period A, July 1, 2014 through September 30, 2014; Funding Period B, October 1, 2014 through June 30, 2015; Funding Period C, July 1, 2014 through March 30, 2015; and Funding Period D, April 1, 2015 through June 30, 2015. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a "Comprehensive Basic Daily Rate" of reimbursement is being applied.

I. CONGREGATE NUTRITION

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$15,607 for meals/baseline services and \$25 for nutrition education in Title III C1 OAA funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$46,821 for meals/baseline services and \$75 for nutrition education in Title III C1 OAA funds.

The maximum reimbursement for the Congregate Nutrition Program in OAA funding during the contract term July 1, 2014 through June 30, 2015 shall not exceed SIXTY-TWO THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS (\$62,528).

II. HOME DELIVERED MEALS PROGRAM (formerly known as MEALS ON WHEELS PROGRAM)

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Home Delivered Meals (HDM) services rendered \$7,303 for meals/baseline services, \$25 for nutrition education and \$25 for nutrition counseling in Title III C2 OAA fund.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of HDM services rendered \$21,906 for meals/baseline services, \$75 for nutrition education and \$75 for nutrition counseling in Title III C2 OAA funds.

The maximum reimbursement for the HDM Program in Title IIIC2 OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed TWENTY-NINE THOUSAND FOUR HUNDRED NINE DOLLARS (\$29,409).

III. SUPPLEMENTAL HOME DELIVERED MEALS PROGRAM (formerly known as SUPPLEMENTAL MEALS ON WHEELS PROGRAM)

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Supplemental Home Delivered Meals (SHDM) services rendered \$954 funds in MOW Trust Funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of SHDM services rendered \$2,862 funds in MOW Trust Funds.

The maximum reimbursement for the SHDM Program in MOW Trust funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed THREE THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$3,816).

IV. INFORMATION AND ASSISTANCE

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Information and Assistance Program services rendered \$6,807 in Title IIIB OAA funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Information and Assistance Program services rendered \$20,422 in Title IIIB OAA funds.

The maximum reimbursement for the Information and Assistance Program in Title IIIB OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed TWENTY-SEVEN THOUSAND TWO HUNDRED TWENTY NINE DOLLARS (\$27,229).

V. COUNTY GENERAL FUNDS FOR GENERAL PROGRAM SUPPORT

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of general program support \$13,588 in County General Funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of general program support \$40,756 in County General Funds.

The maximum reimbursement for general program support in County General Funds during the contract term July 1, 2014 through June 30, 2015, shall not exceed FIFTY-FOUR THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS (\$54,344).

Contractor agrees to the following:

- A. Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. The final date to submit a budget revision is April 15 of the contract period unless otherwise specified by the County;
- D. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). All Contractors agree to work toward meeting the service unit targets each month throughout the entire year;

- E. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

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

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- F. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- G. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- H. Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
 - Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- I. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- J. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.
1. The required minimum program matching contributions for Title III B, III C, and III D is 10.53 percent;
 2. The required minimum program matching contributions for Title III E is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;
 5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E;
- K. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- L. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- M. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;

2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and
7. May not be used to meet the matching requirement of this Agreement;

N. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

O. A mid-year review, scheduled for January 2015, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;

- P. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2015 will be due by July 7, 2015, to facilitate timely payment;
- Q. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- R. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period; and
- S. Submit a closing report with supporting documentation of expenses by **July 23, 2015 for Funding Periods A and B.**

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly is \$402,727 in OAA, \$3,816 in MOW Trust funds, and \$54,344 in County General Funds for general program support for a total amount of FOUR HUNDRED SIXTY THOUSAND EIGHT HUNDRED EIGHTY SEVEN DOLLARS (\$460,887) for the contract term July 1, 2014 through June 30, 2015.

EXHIBIT C

SELF HELP FOR THE ELDERLY

FY 2014-15 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): the Health Insurance Counseling and Advocacy Program – Financial Alignment Program. Services described in this Schedule C reflect program performance requirements (units of service) during fiscal year July 1, 2014 through June 30, 2015; Funding Period E July 1, 2014 through June 30, 2015. These programs shall operate in accordance with the California Department of Aging (CDA) and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring of nutrition programs will be conducted annually and onsite in accordance with the Area Agency on Aging (AAA) Contract Monitoring Procedures Manual. All other OAA programs will be monitored at least every other year. Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. The Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.

Contractor shall agree to distribute any County needs assessment or feedback surveys provided by the County. Surveys are to be returned to the County for data collection and analysis.

I. **HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) FINANCIAL ALIGNMENT**

A. Units of Service

Funding Period E, July 1, 2014 through June 30, 2015: There are no specific service unit targets associated with this funding.

B. Definitions

1. **Accomplishments** mean tasks that were accomplished during this reporting period.
2. **Cal MediConnect** (formerly the Dual Eligible Demonstration Project) means a demonstration program that coordinates health care services for people with Medicare and Medi-Cal through an integrated system of health care delivery, including medical, behavioral, and long-term

support. Cal MediConnect is authorized by Section 1115A of the Social Security Act (added by Section 3021 of the Patient Protection and Affordable Care Act, PL 111-148), and is a key element of California's Coordinated Care Initiative (CCI). The CCI was authorized pursuant to SB 1008 (Charter 33, Statutes of 2013) and SB 1036 (Chapter 45, Statutes of 2012).

3. **Dual Eligible Beneficiaries** means individuals who qualify for both public health insurance programs, Medicare and Medi-Cal.
4. **Eligible Service Population** means dual eligible beneficiaries targeted for enrollment into a Cal MediConnect Health Plan.
5. **Enhanced Outreach** means outreach activities above and beyond routine activities planned in response to other funding (e.g., basic State Health Insurance Assistance Program (SHIP) Funds), tailored to the specific needs of dual eligible beneficiaries targeted for enrollment into a Cal MediConnect Health Plan.
6. **Enrollment Brokers** means third-party entities that enroll beneficiaries into Cal MediConnect plans of their choice or in some cases, passively enroll beneficiaries who do not make a choice.
7. **Financial Alignment Model** means the model the State is using to enroll dual eligible beneficiaries in managed care plans that integrate benefits and align financial incentives between Medicare and Medi-Cal.
8. **Health Insurance Counseling and Advocacy Program (HICAP)** is defined in State Law, Welfare and Institutions Code (W&I), Section 9541.
9. **Indirect Costs** means costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objective specifically benefitted without effort disproportionate to the result achieved.
10. **Milestones** means high-level goals that define the phases of this project.
11. **Options Counseling** means the provision of local counseling and informational resources that enable dual eligible beneficiaries to make informed decisions about options they have for receiving their Medicare and Medi-Cal benefits.

12. **State HICAP Automated Report Program (SHARP)** means the State's proprietary database for reporting HICAP data to the Centers for Medicare and Medicaid Services (CMS).
13. **Social Security Act Section 1115A** means the section added by Section 3021 of the Patient Protection and Affordable Care Act (PPACA) (P.L. 111-148) that authorizes the Innovation Center to test innovative payment and service delivery models to reduce program expenditures under Medicare, Medicaid, and the Children's Health Insurance Program while preserving or enhancing quality of life.
14. **State and Department** mean the State of California and the California Department of Aging (CDA) interchangeably.

C. Program Requirements

1. All contract activities must be over and above those related activities provided through other funding sources (e.g., basic federal SHIP funds) and must meet CDA and CMS performance requirements.

D. Contractor agrees to:

1. Ensure that the Eligible Service Population is provided with enhanced outreach activities, materials, and options counseling regarding Cal MediConnect and alternatives. Outreach materials and counseling activities should be health literate, culturally/linguistically appropriate, and specific to the needs of the Eligible Service Population regarding Cal MediConnect benefits and options;
2. Ensure that individuals in the Eligible Service Population have access to information and counseling to empower them to make informed decisions about their Medicare and Medi-Cal benefit options. This information and counseling shall be unbiased, timely, accurate, and consumer-friendly. It shall include, but not be limited to, how and when the project will be implemented, appeal rights, and how to participate in the program;
3. Ensure the provision of enhanced outreach activities and materials to partners, beneficiary caregivers, providers, and other aging network programs (e.g., Information and Assistance, Aging and Disability Resource Center (ADRC), county Medi-Cal offices, and not-for-profit agencies) regarding Cal MediConnect and the availability of HICAP options counseling for the Eligible Service Population and refer

beneficiaries to other resources as needed;

4. Provide a detailed work plan to the County outlining performance goals, measurable outcomes, major objectives, key tasks, and time frames (start and end dates). Work plans must also ensure coordination with the State's enrollment brokers and vendor(s) and appeals mechanisms associated with the Financial Alignment model;
5. Ensure adequate staffing to cover all contract requirements and timelines;
6. Ensure that all persons affiliated with the program and who provide counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with law, regulation, and the HICAP Program Manual, which is incorporated by reference;
7. Ensure that a customer satisfaction process and a related corrective action plan are implemented;
8. Prepare and submit the budget to the County for submission to the CDA Fiscal Team. Submit mid-term and annual budget reports as specified by the County;
9. Ensure that all responsible persons have access to up-to-date materials, standards, policies, and procedures relevant to Cal MediConnect;
10. Ensure to the extent feasible, that all budgeted funds are expended by the end of each fiscal year;
11. Provide timely notice to the County of any changes to the program or changes in the status of the Contractor that could restrict the operations of, or access to, HICAP services;
12. Ensure that all records containing confidential client information shall be handled in a confidential manner and in accordance with the requirements for monitoring, audits, and confidentiality;
13. Collect, verify, and report all required data to CDA using the State HICAP Automated Reporting system (SHARP);
14. Ensure that project staff and volunteers neither engage in the solicitation of insurance nor endorse the services of an insurer or

managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and shall provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client;

15. Ensure that the project, project staff, and project volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that project staff and volunteers do not accept money or gifts from any client in exchange for services in accordance with County guidance on conflict of interest and the HICAP Program Manual; and
16. Take all reasonable and necessary measures to ensure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner that prevents the appearance of impropriety or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall ensure that advisors and governing board members shall recuse themselves from HICAP business if they are employed, or receive compensation from, the health insurance or managed health care industries.

E. Data Reporting

1. Contractor shall have written reporting procedures that ensure that all performance data reports submitted are timely, complete, accurate and verifiable, using CDA-approved reporting procedures and timelines;
2. Contractor shall ensure that the program performance data is entered into the State HICAP automated Reporting Program (SHARP) in accordance with CDA requirements [W&I Code, Section 9541(c)(8)];
3. Contractor shall provide the following reports in accordance with the report schedule outlined below:

Quarterly Data Element Reports: Contractors are required to track and enter required data elements on a quarterly basis using SHARP.

Quarter	Reporting Period	Due Date
One	January 1 - March 31	April 15
Two	April 1 - June 30	July 15
Three	July 1 - September 30	October 15

Four	October 1 - December 31	January 15
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Mid-Term Progress Reports: A narrative mid-term progress report is due halfway through each project year.

Mid-Term Reports	Reporting Period	Due Date
Project Year 2013-14	6/4/13-12/3/13	12/13/13
Project Year 2013-14	6/4/14-12/3/14	12/12/14
Project Year 2013-14	6/4/15-12/3/15	12/11/15

Year-End Reports: A narrative year-end progress report covering a 12-month reporting period is due after the end of the first and second project years.

Year-Term Reports	Reporting Period	Due Date
Project Year 2013-14	6/4/13-6/3/14	8/7/14
Project Year 2013-14	6/4/14-6/3/15	8/7/15
Project Year 2013-14	6/4/15-12/3/16	8/7/16

4. Contractor shall provide the following minimum required data elements for quarterly reporting in SHARP:
 - a. Number of HICAP counselors serving dual eligible beneficiaries by zip code and county;
 - b. Number of HICAP counselors trained on the financial alignment demonstration by zip code and county;
 - c. Number of referrals to HICAP from:
 - MediCal Office
 - Enrollment brokers
 - 1-800-MEDICARE
 - CMS Federal Coordinated Health Care Office (FCHCO)
 - Other;
 - d. Number of types of topics discussed or services provided to beneficiaries:
 - Enrollment broker assistance
 - Letters received from Medi-Cal office
 - Managed care options
 - Opt-out of program

- Enrollment assistance
 - Other Medicare issues
 - Publications and other materials;
- e. Number and type of referrals:
- Referred to other service(s)/organizations
 - Referred to enrollment broker
 - Referred to the appeals process;
- f. Number of beneficiaries that elected to opt-out; and
- g. Number of beneficiaries who remained in assigned managed care programs.
5. Contractor shall provide the following information in all narrative reports (mid-term, annual, final):
- Program name
 - Program leader name
 - Reporting period
 - Budget status – include amounts for planned expenditure, actual expenditure, and deficit/surplus
 - Work plan chart/timeline status
 - Project description – short summary
 - Milestones – record milestones that have been reached at this point in the project
 - Accomplishments
 - Goals projected to be completed during the next reporting period
 - Issues that must be addressed for the project to be successful.
6. Contractor shall provide the following information upon request from CDA:
- A list of partners, their roles(s), and expected outcome(s); and
 - Confirmation of a Memorandum of Understanding (MOU) and/or contract in place with such partners.
7. County reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.

F. Continuity of Service and Transition Plan

A transition plan must be approved by the County prior to implementation and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new contractor;
 2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new contractor;
 3. A description of how clients will be notified about the change and how their services will be continued;
 4. A description of how communications with other HICAP sites, local agencies and advocacy organizations may be made to assist in locating alternative services as needed;
 5. A description of how community referral sources will be informed of the change of Contractor or subcontractor and the continuation of services;
 6. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records;
 7. A description of the qualification of requisite staff that would ensure continued provision of services throughout the term of the existing contract. [Title 22, Section 7206(e)(4)];
 8. A plan that specifies a timeline for the transition;
 9. A plan to conduct a property inventory and transfer, or return to the County all equipment purchased with FA Contract funds as directed by the County; and
 10. Additional information as necessary to effect a safe transition of clients from the outgoing Contractor to the new Contractor.
- G. Contractor shall implement the transition plan as approved by the County.
- H. County will monitor the Contractor's progress in carrying out all elements of the transition plan.
- I. Financial Alignment Contract Specific Terms and Conditions
1. This Agreement is issued under the authority of the Section 115A of the Social Security Act (added by Section 3021 of the Patient Protection and Affordable Care Act, PL 111-148). By receiving funds under this Agreement, the Contractor agrees that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Agreement.
 2. Trafficking Victims Protection Act of 2000
 - a. This Agreement is subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

- b. Subrecipients under this award, and subrecipients' employees shall not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - c. Violation of this Act by the contractor and subcontractor may result in termination of this award.
- J. Bilingual and Linguistic Program Services [GC 11135-11139.5] [Title 22 CCR Sections 98211, 98310-98314, 98324, 98326, 98340-98470]
- 1. Needs Assessment
 - a. Contractor shall conduct a cultural and linguistic group needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [Title 22 CCR 98310, 98314]
 - b. The groups needs assessment shall take into account the following four factors:
 - i. Number or proportion of Limited English Proficient (LEP) persons eligible to be served or encountered by the program;
 - ii. Frequency with which LEP individuals come in contact with the program;
 - iii. Nature and important of the services provided; and
 - iv. Local or frequently used resources available to the Contractor.

This group needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance of GC Section 11135 et seq., and Sections 98000-98382 of Title 22 of the CCR.
 - c. Contractor shall prepare and make available a report of the findings of the group needs assessment that summarizes.

K. Rights to Data

- 1. Materials published by the Contractor and financed with funds under this Agreement shall:
 - a. Include an acknowledgement that "This publication has been created

or produced by [contractor] with financial assistance, in whole or in part, through a grant from the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and the California Department of Aging”;

- b. Use the SHIP logo and tagline on all publications;
- c. Give the name of the entity, the address, and telephone number at which the supporting data is available;
- d. Include a statement that “The conclusions and opinions expressed may not be those of the CDA or the Centers for Medicare & Medicaid Services, the Federal Medicare agency, and that the publication may not be based upon or inclusive of all raw data”; and
- e. Centers for Medicare and Medicaid Services (CMS) will have royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use and authorize others to use material, systems, or other items applied, developed, refined or enhanced under this Agreement for Federal government purposes.

EXHIBIT D

SELF HELP FOR THE ELDERLY

FY 2014-15 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: the Health Insurance Counseling and Advocacy Program, Financial Alignment services. Services described in this Schedule D reflect program funding and payment method during fiscal year July 1, 2014 through June 30, 2015. The funding and payment periods herein referred to as Funding Period E includes July 1, 2014 through June 30, 2015. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Federal funds shall not be used to pay for costs, to meet cost sharing, or matching requirements of any other federally funded program, unless the program specifically allows for such activity. Contractor shall not submit claims or demands or otherwise collect from an additional funding source for a service where a "Comprehensive Basic Daily Rate" of reimbursement is being applied.

I. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) FINANCIAL ALIGNMENT

Funding Period E July 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Financial Alignment HICAP services rendered \$23,589 in Financial Alignment Federal Trust Funds.

The maximum reimbursement for the HICAP Financial Alignment Federal Trust Funds during Funding Period E, July 1, 2014 through June 30, 2015, shall not exceed TWENTY THREE THOUSAND FIVE HUNDRED EIGHTY NINE DOLLARS (\$23,589).

Contractor agrees to the following:

- A. Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. The final date to submit a budget revision is April 15 of the contract period unless otherwise specified by the County;

- D. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

If the Contractor prefers to have the reimbursement amount equally spread throughout the contract year, this can be achieved by utilizing the reimbursement formula indicated above, as long as the total reimbursement amount does not exceed the total cost of the services rendered during the period indicated on the invoice; and

Reimbursement for the nutrition programs will be according to the Reimbursement Calculation above not by service unit (meals). All Contractors agree to work toward meeting the service unit targets each month throughout the entire year;

- E. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

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

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the County, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (California Code of Regulations (CCR), Title 2 Section 599.615 et seq.);

- F. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;

- G. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget [2 CFR, Part 200], Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- H. Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR 97.20 (governmental) or 29 CFR 95.21 (non-profits):
- Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- I. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- J. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Matching contributions are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.
1. The required minimum program matching contributions for Title III B, III C, and III D is 10.53 percent;
 2. The required minimum program matching contributions for Title III E is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Program matching contributions for Title III B, III C, and III D can be pooled to meet the minimum requirement of 10.53;

5. Matching contributions generated in excess of the minimum required are considered overmatch; and
 6. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E;
- K. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- L. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- M. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
6. Must be used to expand baseline services; and

7. May not be used to meet the matching requirement of this Agreement;

- N. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;

The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;

- O. A mid-year review, scheduled for January 2015, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- P. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2015 will be due by July 7, 2015, to facilitate timely payment;
- Q. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- R. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period; and
- S. Submit a closing report with supporting documentation of expenses by July 23, 2015 for Funding Periods A and B.

Documentation should include the following:

- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and
- CDA 32 form – Report of property furnished/purchased.

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly is \$23,589 in HICAP Financial Alignment funds for a total amount of TWENTY THREE THOUSAND FIVE HUNDRED EIGHTY NINE DOLLARS (\$23,589) for the contract term July 1, 2014 through June 30, 2015.

EXHIBIT E

SELF HELP FOR THE ELDERLY

FY 2014-15 MI-1314 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program: Health Insurance Counseling And Advocacy Program, MI-1314 Medicare Improvements for Patients and Providers Act services, standards, and regulations described in this Schedule E reflect program performance requirements during fiscal year July 1, 2014 through June 30, 2015; Funding Period F July 1, 2014 through September 29, 2014. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring will be conducted annually and onsite in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

I. **HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) MI-1314 Medicare Improvements For Patients And Providers Act (MIPPA)**

A. Units of Service

Contractor shall make every effort to assist in expanding Medicare beneficiary enrollment in the Prescription Drug Benefit Low-Income Subsidy (LIS) program, the Medicare Savings Program (MSP), and Medicare Part D, expand outreach and enrollment efforts related to Medicare Part D in rural areas, and expand outreach activities related to preventing disease and promotion wellness.

B. Definitions

Aging and Disability Resource Center (ADRC) means a program that helps older adults and individuals with disabilities make informed decision about their service and support options, and serves as a single point of entry to the long-term care system. ADRCs were established through a collaborative effort of the U.S. Administration on Community Living (ACL) and the Centers for Medicare & Medicaid Services (CMS).

Benchmark means a measure of best performance. Benchmarking is generally used to see how an organization compares to others engaged in a similar business or activity. It involves learning about and adopting best practices to bring about improvements in performance. Benchmarking involves qualitative or quantitative comparison of performance with other parts of an organization, in this case, comparison of one SHIP against others or comparison of one SHIP against itself at a previous point in time to indicate whether or not improvement has been made. Benchmarks should be set at a high, but attainable level.

Eligible Service Population means individuals defined as Medicare eligible beneficiaries likely to be qualified for the Medicare Part D Low-Income Subsidy (LIS), Medicare Savings Program (MSP), and the Medicare Part D Prescription Drug Program, including individuals in rural areas.

Enhanced Outreach means outreach activities above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program (SHIP) funds, or Older Americans Act (OAA) outreach funds).

Enrollment Assistance means assistance to beneficiaries in completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.

Enrollment Assistance Centers means locations equipped and designated for Medicare Part D, LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.

Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

Low Income Subsidy (LIS) means financial assistance with Part D premiums and cost sharing for certain low-income Medicare beneficiaries referred to as the low-income subsidy.

Medicare Improvements For Patients And Providers Act (MIPPA) of 2008 means legislation which amended Titles XVIII and XIX of the Social Security Act to extend expiring provisions under the Medicare Program; to improve beneficiary access to preventive and mental health services; to enhance low-income benefit programs; and to maintain access to care in rural areas, including pharmacy access.

Medicare Prescription Drug Improvement and Modernization Act of 2003 (also known as the “Medicare Modernization Act” or “MMA”) means legislation that imposed the most sweeping changes to the Medicare program since its inception including the addition of a prescription drug benefit through a new Medicare “Part D.”

Medicare Saving Program (MSP) means as of January 1, 2010, low-income Medicare beneficiaries who do not qualify for Medi-Cal may be enrolled in one of three MSPs that will automatically provide these individuals with the LIS. The MSPs include the following: Qualified Medicare Beneficiaries (QMB); Specified Low-Income Medicare Beneficiaries (SLMB); and Qualified Individuals (QI).

Performance Measure means a quantitative or qualitative measure to help assess a program towards an outcome or a goal.

Performance Target means quantifiable goal to reach for performance improvement. For example, a target could be set at a certain percentage above the nationwide or cluster median, or within a certain quartile.

Program Income means revenues generated by the Contractor or subcontractor from contract-supported activities. Program income is:

1. Voluntary contributions received from a participant or responsible party as a result of services.
2. Income from usage or rental fees of real or personal property acquired with funds provide under this Agreement.
3. Royalties received on patents and copyrights from contract-supported activities.
4. Proceeds from sale of items fabricated under a contract agreement.

Rural means all territory, population and housing units not classified as urban. Rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

State and **Department** mean the State of California and the California Department of Aging (CDA) interchangeably.

State Health Insurance Assistance Program means a national program supported by the federal Centers for Medicare and Medicaid Services (CMS) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. The California SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP).

Subcontractor and/or **vendor agreement** means a subcontract and/or vendor agreement supported by funds from this agreement.

Subcontractor or **vendor** means the legal entity that receives funds from the Contractor to provide direct services identified in this agreement.

Urban means all territory, population and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 of urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

C. General Provisions

1. The Scope of Work shall be performed by the Contractor which may include, but not be limited to, the HICAP and the Aging and Disability Resource Center (ADRC), where applicable.
2. All MI-1314 MIPPA contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g., OAA funding and the basic federal SHIP funds) and they must meet performance benchmarks as specified by the CDA.

The Contractor directly or through coordination and collaboration with subcontractors, local aging network resources, and community partners shall:

1. Provide enhanced outreach and enrollment assistance to eligible Medicare beneficiaries regarding their benefits and include activities aimed at preventing disease and promoting wellness; provide more intensive outreach and enrollment assistance to eligible individuals residing in rural areas and individuals in other areas who may be eligible for the LIS or MSP;

Assume the lead responsibility with Aging and Adult Services (AAS) for developing, updating, and implementing the local MI-1314 MIPPA Project Plan, which is hereby incorporated by reference, that delineates how the AAAs, HICAPs, and ADRCs (where applicable) will coordinate their efforts and resources to achieve the performance objectives identified by CDA;

2. Work with local aging network resources (e.g., including but not limited to home-delivered meals providers, nutrition centers and Information and Assistance) and community partners (including but not limited to general health and mental health clinics, county Medi-Cal offices and local Social Security Administration offices), making every effort to provide enhanced outreach to eligible Medicare beneficiaries regarding their benefits and enhanced outreach to individuals who may be eligible for the LIS and/or for the MSP;
3. Prepare and submit the M-1314 related budget(s) and Closeout(s) to the County;
4. Conduct enhanced outreach activities in coordination with the County to assist Medicare beneficiaries in applying for the LIS and MSP programs and Medicare Part D, with a high priority to rural areas.
5. Work collaboratively with the County to reach the required performance goals:
 - a. Submit the first six-month narrative progress report to AAS by April 10, 2014.
 - b. Submit the final six-month narrative progress report to AAS by October 10, 2014.
 - c. Both narrative reports shall specify how the contract funds were used, progress to date in achieving MI-1314 MIPPA Project Plan objectives, barriers encountered, and steps taken to overcome these barriers;

Contractor shall assure:

1. Compliance with all standards and regulations identified in **Medicare Improvements For Patients And Providers Act (MIPPA) of 2008**;
2. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 74 and 45 CFR, part 92, "Procurement Standards;" and
3. Compliance with all standards and regulations identified in **Medicare Prescription Drug Improvement and Modernization Act of 2003 (also known as the "Medicare Modernization Act" or "MMA")**.

D. Performance Benchmarks

1. CDA has established aggregate benchmarks to be achieved by each AAA for their Planning and Service Area. The Contractor shall assist in attaining the established AAA benchmarks through collaboration with the County.

E. Data Reporting and Collection

1. The Contractor is required to collect and report data to the County as required by CDA and the County.
2. The Contractor shall assure that all performance data reports submitted are timely, complete, accurate and verifiable; using CDA approved reporting procedures and timelines.
3. MI-1314 MIPPA Data Reports will include aggregate data from each reporting entities (i.e., AAA, HICAP, ADRC) that directly assisted Medicare beneficiaries in submitting an application for Medicare Part D, the LIS or the MSP benefit.
4. MI-1314 MIPPA Data Reports will be submitted via e-mail to CDA at hicapteam@aging.ca.gov and are due by April 10, July 10, and October 10, 2014.
5. The County reserves the right to modify performance reporting terms and conditions to assure compliance with Federal government guidelines and requirements.
6. AAAs, ADRCs, and HICAPs may subcontract enhanced outreach activities to other community based organizations as necessary.
7. The Contractor will ensure that all records containing confidential client information shall be handled in a confidential manner and in accordance with the requirements for monitoring, audits, and confidentiality as specified in this agreement.
8. The Contractor will meet measurable performance goals. Performance data that must be submitted includes, but is not limited to:
 - a. The number of LIS applications submitted;
 - b. The number of MSP assistance sessions completed;

- c. The number and type of LIS/MSP outreach events conducted during the project period, including the number conducted in rural areas, and the number of estimated attendees;
- d. The number of LIS / MSP enrollment events conducted during the project period and number of estimated attendees;
- e. The number of training and technical assistance sessions held for ADRC, AAA, and HICAP programs on outreach, screening, enrollment, and follow-up strategies, where the sessions were held, and the number of individuals who participated in these sessions;
- f. The number and type of prevention and wellness outreach events conducted, and the number of individuals reached at those events;

F. Appeal Process

- 1. Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within thirty (30) days of CDA's notice of adverse determination.
- 2. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to MI-1314 MIPPA funds using the appeal process established in Title 22 CCR, Sections 7700 through 7710.
- 3. Appeal costs or costs associated with any court review are not reimbursable.

G. Specific Terms and Conditions

- 1. This agreement is subject to the requirements applicable under the Medicare Improvements for Patients and Providers Act of 2008, Section 119, PL 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 and Section 610 of the American Taxpayer Relief Act of 2012.
- 2. This Agreement is subject to the requirement of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

3. Contractors awarded funds made available under this Agreement shall promptly refer to the Health and Human Services (HHS) Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>.
4. The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321-7328) and State or local officers or employees (5 U.S.C. 1501-1528). "State or local officer or employee" means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grant made by the United States or a Federal Agency. Certain State education or research institutions are excluded from this definition.
5. Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at <http://www.hhs.gov/ocr/lep/revisedlep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.
6. Under the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR part 237-254).

8. As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Termination

This Schedule C includes Termination and Transition Terms and Conditions in addition to those previously identified in the Agreement portion of this contract.

A. Contractor's Obligation After Notice of Termination

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

Contractor shall:

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

B. Voluntary Termination of MIPPA Agreement

Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the County or upon 30 days written notice to the County.

In case of voluntary termination, the Contractor shall allow the County up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with this Agreement.

In the event of a termination, the County will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

Transition Plan

The Contractor shall submit a transition plan to the County for approval within 10 days of a written Notice of Termination by the County or Notice of intent to Terminate by the Contractor. The transition plan must be approved the County prior to implementation and shall at a minimum include the following:

- A. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new contractor;
- B. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new contractor;
- C. A description of how clients will be notified about the change and how their services will be continued;
- D. A description of how communications with other HICAP sites, ADRCs (where applicable), local agencies and advocacy organizations may be made to assist in locating alternative services as needed;
- E. A description of how community referral sources will be informed of the change of contractor and the continuation of services;
- F. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records;
- G. A description of the qualifications of the requisite staff that would ensure continued provision of services through the term of the existing contract;
- H. A plan that specifies a timeline for the transition;
- I. A plan to conduct a property inventory and transfer, or return to the County, all equipment purchased with this Contract funds as directed by the County; and
- J. Additional information as necessary to effect a safe transition of clients from the outgoing contractor to the new Contractor.

The Contractor shall implement the transition plan as approved by the County.

The County will monitor the Contractor's progress in carrying out all elements of the transition plan.

EXHIBIT F

SELF HELP FOR THE ELDERLY

FY 2014-15 MI-1314 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT DESCRIPTION OF SERVICES FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): Health Insurance Counseling Advocacy Program, MI-1314 Medicare Improvements for Patients and Providers Act (MIPPA). Services described in this Schedule F reflect program funding and payment methods during fiscal year July 1, 2014 through June 30, 2015; Funding Period F July 1, 2014 through September 29, 2014. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

I. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) MI-1314 Medicare Improvements For Patients And Providers Act (MIPPA)

AAS will pay the Contractor in consideration of HICAP MIPPA Program services rendered through MI-1314 MIPPA funds.

The maximum reimbursement through MI-1314 MIPPA funds for the HICAP during the Funding Period F July 1, 2014 through September 29, 2014 shall not exceed SEVEN THOUSAND FIVE HUNDRED SIX DOLLARS (\$7,506).

Expenditure of Funds

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
- B. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
 - Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
 - Per Diem (meals and incidentals) -
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
 - Lodging -
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County. (CCR, Title 2 Section 599.615 et seq.)

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

Accountability for Funds

The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

Financial Management Systems

Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR, Section 92.2-0 (governmental) or 45 CFR, Section 74.21 (nonprofits):

- a. Financial Reporting
- b. Accounting Records
- c. Internal Control
- d. Budgetary Control
- e. Allowable Costs
- f. Source Documentation
- g. Cash Management

Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the County immediately upon written demand, any funds provided under this Agreement which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

Availability of Funds

It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the County by the State and United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

Payment for performance by the Contractor is contingent upon appropriation by the Legislature or Congress for the purposes of this contract and approval of an itemized Budget. No legal liability on the part of the County for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

Funding Reduction(s)

- A. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the County shall have the option to either:
 - Terminate the Contract pursuant to Termination agreement per this agreement or;
 - Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.
- B. In the event that the County elects to offer an amendment, it shall be mutually understood by both parties that the County shall determine at its sole discretion the amount that any or all of the contract shall be reduced for the fiscal year.

Interest Earned

Contractor may keep interest amounts earned on advances of federal funds up to \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limited shall be remitted at least quarterly to AAS.

Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.

Nonprofit entities shall maintain advances of federal funds in interest bearing accounts, unless (A), (B), or (C) apply:

- A. The recipient receives less than \$120,00 in federal awards per year;
- B. The best reasonable available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances;
- C. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

Program Income

- A. Program income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- B. Program income must be used to pay for current allowable costs of the program.
- C. Program income must be used to expand services.

Matching Contributions and Maximum Administration

- A. No match is required under the terms and conditions of this Agreement.
- B. MIPPA Administration shall be no more than 10 percent of the total MIPPA allocation.

Indirect Costs

- A. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
- B. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
- C. Indirect costs exceeding the 8% maximum may be budgeted as in-kind.

Budget and Budget Revision

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget.
- B. The Budget must set forth in detail the reimbursable items, unit rates, and extended total amounts for each line item. The Contractor's budget shall include at a minimum, the following items when reimbursable under this Agreement:
 - 1. Personnel Costs – Monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - 2. Fringe Benefits.
 - 3. Contractual Costs – subcontract and consultant cost detail.
 - 4. Indirect Costs.
 - 5. Rent - specify square footage and rate.
 - 6. Supplies.

7. Equipment – detailed description and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Other Costs – A detailed list of other operating expenses.
- C. The final date to submit budget revisions is not later than 20 days prior to the end of the contract period unless otherwise specified by the County. The County will not accept any budget revision after the contract period has expired.

Monthly Reimbursement Payments

- A. The Contractor shall be reimbursed for actual cash expenditures.
- B. The Contractor shall ensure the implementation of policies and procedures developed by the County whereby the subcontractors report expenditures and request payment monthly in arrears for actual expenses incurred.
- C. The County shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.
- D. The County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the County to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

Audits

The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services; Administration on Aging and Centers for Medicare and Medicaid Services.

93.518	ACA MIPPA (Priority Area 2: AAAs) (Priority Area 3: ADRCs)
93.779	MIPPA (Priority Area 1: SHIP)

Expenditures will also be identified separately as separate rows on the Form SF-SAC by Catalog of Federal Domestic Assistance number, also known as CDFA number. For questions and information concerning the submission processes please visit <http://harvester.census.gov.sac/>.

Contractor shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements. The reconciliation shall be maintained and made available for County review.

Contractor agrees to the following:

- A. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- B. The Contractor will submit invoices and monthly program reports to AAS by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2014 will be due by July 7, 2014 to facilitate timely payment;
- C. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- D. Contractor must submit a final Closeout Report to the County by July 23, 2014.

Documentation should include the following:

- General ledger of expenditures for the contracted program
 - Applicable payroll register
 - Lease agreements and allocation percentage for rent cost
 - Equipment invoices
 - Vendor invoices for large purchases
 - CDA 32 form – Report of property furnished/purchased;
- E. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services; Administration on Aging and Centers for Medicare and Medicaid Services.

CFDA#	Project Title	Award #
93.071	MIPPA: Priority Area 2: AAAs	13AACAMAAA
93.779	MIPPA: MSP, LIS & Prescription Drug Enrollment Assistance through the Aging network, SHUP, and ADRCs	13AACAMADR

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly in MI-1314 MIPPA funds is a total amount of SEVEN THOUSAND FIVE HUNDRED SIX DOLLARS (\$7,506) for the contract term July 1, 2014 through June 30, 2015; Funding Period F April 1, 2014 through September 29, 2014.

CARS (CA-GetCare) File Specifications

ATTACHMENT F

Last Revised: 1/28/2011

Instructions: Each section represents a separate tab/delimited flat file (five total). Respond to each data element in order. Most fields have defined values to ensure consistency (please see the worksheet labeled "Lookup Tables" for these values). No blank values should be submitted, unless explicitly allowed per these specifications. To reduce file errors and rejections, we request that AAAs not include any labels in the data file (i.e., headers such as "Participant ID", "Birth Date", "First Enrollment Date", etc.). Submitted client identifiers will be stored in an encrypted database and will not be accessible by any CDA staff.

Cumulative Submission Rule: AAAs should submit cumulative data with each submission as follows:

- The first submission will contain Q1 data.
- The second submission will contain Q1 and Q2 data.
- The third submission will contain Q1, Q2, and Q3 data.
- The fourth (and final) submission will contain Q1, Q2, Q3, and Q4 data (i.e. data for the entire fiscal year).

Note: This cumulative submission process will allow you to correct previously submitted data without adjusting old files. For example, if you realize that your first submission omitted 10 home delivered meals, simply include these counts in your second submission. The CARS system will automatically adjust Q1 numbers accordingly.

Ten Day Approval Rule: Once an Area Agency on Aging receives notification that their submission has "passed," they will have 10 working days to review and approve a summary of their data in the CARS system. If a AAA does not approve their submission within 10 working days, CDA will have the option to view these data. **Note:** If you realize that you uploaded incomplete and/or incorrect data that does not match the information in your local software, please make any necessary corrections to your files and resubmit them within 10 working days from the original submission. If you know that the data uploaded do not reflect actual service and/or client counts (for example, due to a contracted provider not collecting one or more required data elements) but does accurately reflect all available information, "approve" your data as usual but note this discrepancy in the "comments" box.

Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format	Comments
Participant ID	Required by System	R-RegSysFCSP	INTEGER	Unique identifier for each participant assigned by your system. This should correspond to the Individual Participant ID from the Client File. ID is missing, record will be discarded by system, with the exception of Non-Registered services.
Provider ID	Required by System	R-RegSysFCSP	INTEGER	Unique identifier (as assigned by your system) of the provider for which the units being reported. This ID corresponds to the provider ID in the Service List File, Service List File and Caregiver Relationship File (if reporting a caregiver).
Service ID	Required by System	R-RegSysFCSP	INTEGER	Unique identifier for each service delivered by each provider assigned by your system in which the participant is enrolled in the current year. This ID corresponds to the Service ID in the Service Provider File, Service Units File, and Caregiver Relationship File (assigned to a CAREGIVER service).
First service date	Required by System	R-RegSysFCSP	YYYYMMDD	The first date the participant enrolled in the service (e.g., John Smith started receiving services from NAPI on 01/01/2009). This is the first service date. This is used to determine the number of days participant receiving services each year for NAPI reporting.
First service current fiscal year	Required by System	R-RegSysFCSP	YYYYMMDD	The first service date for the participant in the current fiscal year for the system service.
End service date/Discontinuation date (if available)	Required by System	R-RegSysFCSP	YYYYMMDD	The date on which the participant stopped receiving a service from a provider in the current fiscal year. This is valid only for those participants that did not receive services through the entire fiscal year.
Reason for discontinuation	Required by System	R-RegSysFCSP	INTEGER	Refer to Lookup Tables Sheet Col W-X

* REFER TO LOOKUP TABLE 1

Key:

- R = Required
- RegSys = Registered NAPI Services
- FCSP = Family Caregiver Support Program
- SUM = Summary Data per NAPI, no ADL/ADLs

NOTE:
Estimated Count of Client Served in Non-Registered services may be manually entered into CARS.

CARS (CA-GetCare) File Specifications

Last Revised: 1/28/2011

ATTACHMENT F

Instructions: Each section represents a separate tab delimited flat file (five tabs). Respond to each data element in order. Most fields have defined values to ensure consistency (please see the worksheet labeled "Lookup Tables" for these values). No blank values should be submitted, unless explicitly allowed per these specifications. To reduce file errors and rejections, we request that AAAs not include any labels in the data file (i.e. headers such as "Participant ID", "Birth Date", "First Enrollment Date", etc.). Submitted client identifiers will be stored in an encrypted database and will not be accessible by any CDA staff.

Cumulative Submission Rule: AAAs should submit cumulative data with each submission as follows:

- The first submission will contain Q1 data.
 - The second submission will contain Q1 and Q2 data.
 - The third submission will contain Q1, Q2, and Q3 data.
 - The fourth (and final) submission will contain Q1, Q2, Q3, and Q4 data (i.e. data for the entire fiscal year).
- Note: This cumulative submission process will allow you to correct previously submitted data without adjusting old files. For example, if you realize that your first submission omitted 10 home delivered meals, simply include these counts in your second submission. The CARS system will automatically adjust Q1 numbers accordingly.

Ten Day Approval Rule: Once an Area Agency on Aging receives notification that their submission has "passed," they will have 10 working days to review and approve a summary of their data in the CARS system. If a AAA does not approve their submission within 10 working days, CDA will have the option to view these data. Note: if you realize that you uploaded incomplete and/or incorrect data that does not match the information in your local software, please make any necessary corrections to your files and resubmit them within 10 working days from the original submission. If you know that the data uploaded do not reflect actual service and/or client counts (for example, due to a contracted provider not collecting one or more required data elements) but does accurately reflect all available information, "approve" your data as usual but note this discrepancy in the "comments" box.

Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format	Comments
Participant ID	Required by System	R-RegSrvs;FCOSP	INTEGER	Unique identifier for each participant assigned by your system. This should correspond to the Internal Participant ID from the Client file. If ID is missing, record will be discarded by system, with the exception of Non-Registered services. A NULL (i.e. blank) value is acceptable in this field when entering services units for non-registered services.
Provider ID	Required by System	R-RegSrvs;FCOSP	INTEGER	Unique identifier (assigned by your system) of the provider for which the units belong. This ID corresponds to the provider ID in the Service Provider File, Enrollment File and Caregiver Relationship File (reporting units for a caregiver)
Service ID	Required by System	R-RegSrvs;FCOSP	INTEGER	Unique identifier for each service delivered by each provider assigned by your system in which the participant is enrolled in the fiscal year. This ID corresponds to the Service ID in the Service Provider File, Enrollment File, and Caregiver Relationship File (assigned to a CAREGIVER service)
Reporting Month (reported quarterly, not by individual month)	Required by System	R-RegSrvs;FCOSP	INTEGER, 1-12	Month in which the service units are reported
Reporting Year	Required by System	R-RegSrvs;FCOSP	INTEGER, YYYY	Year for which the service units are reported
Unit Name*	Required by System	R-RegSrvs;FCOSP	TEXT	Specify unit of service from look-up Table A1 (report based on whole numbers only)
Quantity	Required by System	R-RegSrvs;FCOSP	INTEGER	Total units of service delivered to participant in the month/year indicated. When reporting services for Non-Registered services you may also manually enter aggregate units directly in CARS.

Key:

- R = Required
- RegSrvs = Registered NAPIS Services
- FCOSP = Family Caregiver Support Program
- SUM = Summary Data per NAPIS, no ADJUDLs

* REFER TO LOOKUP TABLE 1

CARS (CA-GetCare) File Specifications

ATTACHMENT F

Last Revised: 1/28/2011

Instructions: Each section represents a separate tab delimited flat file (five total). Respond to each data element in order. Most fields have defined values to ensure consistency (please see the worksheet labeled "Lookup Tables" for these values). No blank values should be submitted, unless explicitly allowed per these specifications. To reduce file errors and rejections, we request that AAAs not include any labels in the data file (i.e., headers such as "Participant ID", "Birth Date", "First Enrollment Date", etc.). Submitted client identifiers will be stored in an encrypted database and will not be accessible by any CDA staff.

Cumulative Submission Rule: AAAs should submit cumulative data with each submission as follows:

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- The third submission will contain Q1, Q2, and Q3 data.
- The fourth (and final) submission will contain Q1, Q2, Q3, and Q4 data (i.e., data for the entire fiscal year).

Note: This cumulative submission process will allow you to correct previously submitted data without adjusting old files. For example, if you realize that your first submission omitted 10 home delivered meals, simply include these counts in your second submission. The CARS system will automatically adjust Q1 numbers accordingly.

Ten Day Approval Rule: Once an Area Agency on Aging receives notification that their submission has "passed," they will have 10 working days to review and approve a summary of their data in the CARS system. If a AAA does not approve their submission within 10 working days, CDA will have the option to view these data. Note: If you realize that you uploaded incomplete and/or incorrect data that does not match the information in your local software, please make any necessary corrections to your files and resubmit them within 10 working days from the original submission. If you know that the data uploaded do not reflect actual service and/or client counts (for example, due to a contracted provider not collecting one or more required data elements) but does accurately reflect all available information, "approve" your data as usual but note this discrepancy in the "comments" box.

Service-Provider File			
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format
Provider Name	Required by System	R-RegSvs/FOSP	TEXT
Provider ID	Required by System	R-RegSvs/FOSP	INTEGER
Service Name	Required by System	R-RegSvs/FOSP	TEXT
Service ID	Required by System	R-RegSvs/FOSP	INTEGER
Program Type ID*	Required by System	R-RegSvs/FOSP	INTEGER
Minority Provider	Required by System	R-RegSvs/FOSP	INTEGER
Is AA the Provider?	Required by System	R-RegSvs/FOSP	INTEGER

* REFER TO LOOKUP TABLE 1

Key:

- R = Required
- RegSvs = Registered NAPIS Services
- FOSP = Family Caregiver Support Program
- SUM = Summary Data per NAPIS, no ADL/IADLs

Name of the provider offering the services funded service in which the participant is enrolled in the fiscal year (e.g., Meals on Wheels)

On your system, (as assigned by your system) of the provider for which these units belong. This ID corresponds to the provider ID in the Enrollment File, Service Units File and Caregiver Relationship File (if reporting a caregiver)

Name of the specific service offered by the provider (e.g., Meals on Wheels, Home Delivered Meals). Each service is specific to a service type

Unique identifier for each service delivered by each provider assigned by your system. If within the program is enrolled in the fiscal year. This ID corresponds to the Service ID in the Service Units File, Enrollment File, and Caregiver Relationship File (assigned to a CAREGIVER service)

Refer to Lookup Tables Sheet COL 13

Refer to Lookup Tables Sheet COL 13

Refer to Lookup Tables Sheet COL 13

CARS (CA-GetCare) File Specifications

Last Revised: 1/28/2011

ATTACHMENT F

Instructions: Each section represents a separate tab delimited flat file (five total). Respond to each data element in order. Most fields have defined values to ensure consistency (please see the worksheet labeled "Lookup Tables" for these values). No blank values should be submitted, unless explicitly allowed per these specifications. To reduce file errors and rejections, we request that AAAs not include any labels in the data file (i.e. headers such as "Participant ID", "Birth Date", "First Enrollment Date", etc.). Submitted client identifiers will be stored in an encrypted database and will not be accessible by any CDA staff.

Cumulative Submission Rule: AAAs should submit cumulative data with each submission as follows:

- The first submission will contain Q1 data.
- The second submission will contain Q1 and Q2 data.
- The third submission will contain Q1, Q2, and Q3 data.
- The fourth (and final) submission will contain Q1, Q2, Q3, and Q4 data (i.e. data for the entire fiscal year).

Note: This cumulative submission process will allow you to correct previously submitted data without adjusting old files. For example, if you realize that your first submission omitted 10 home delivered meals, simply include these counts in your second submission. The CARS system will automatically adjust Q1 numbers accordingly.

Ten Day Approval Rule: Once an Area Agency on Aging receives notification that their submission has "passed," they will have 10 working days to review and approve a summary of their data in the CARS system. If a AAA does not approve their submission within 10 working days, CDA will have the option to view these data. Note: If you realize that you uploaded incomplete and/or incorrect data that does not match the information in your local software, please make any necessary corrections to your files and resubmit them within 10 working days from the original submission. If you know that the data uploaded do not reflect actual service and/or client counts (for example, due to a contracted provider not collecting one or more required data elements) but does accurately reflect all available information, "approve" your data as usual but note this discrepancy in the "comments" box.

Caregiver Relationship File			
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format
Caregiver (aka Participant ID)	Required by System	R-FCSF Only	INTEGER
Care Receiver (aka Participant ID)	Required by System	R-FCSF Only	INTEGER
Caregiver Relationship	Required by System	R-FCSF Only	INTEGER
Provider ID	Required by System	R-FCSF Only	INTEGER
Service ID	Required by System	R-FCSF Only	INTEGER

Insert the appropriate Internal Participant ID from the Client File for this individual. If ID is missing, record will be discarded by system with the exception of Non-Registered Services. A NULL (or blank) value is acceptable in this field when entering service units for non-registered services.

Insert the appropriate Internal Participant ID from the Client File for this individual. If ID is missing, record will be discarded by system.

Refer to Lookup Tables Sheet Caregiver AC.

Unique identifier for the FCSF provider assigned by your system. This ID corresponds to the provider ID in the Enrollment File, Service Units File and Caregiver Relationship File (if reporting is assigned).

Unique Identifier (as assigned by your system) of the CAREGIVER service for which the units belong. This ID corresponds to a service ID in the Service Provider File. There is no Service ID requirement for the CARE RECEIVER.

* REFER TO LOOKUP TABLE 1

- R = Required
- RegShvs = Registered NAPIS Services
- FCSF = Family Caregiver Support Program
- SUM = Summary Data per NAPIS, no ADL/ADLs

Attachment H

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is *presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSABLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:

Andy Bryant

Name of Contractor(s):

Self-Help for the Elderly

Street Address or P.O. Box:

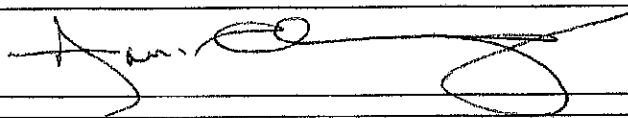
731 Sansome Street, Suite 100

City, State, Zip Code:

San Francisco, CA 94111

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

Signature:



Title of Authorized Official:

President & CEO

Date:

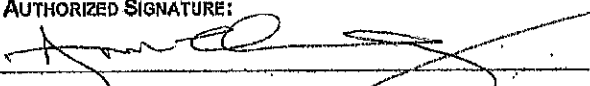
7/11/14

*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."

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
CDA 1024 (REV 1/07)

ATTACHMENT J

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME: <i>Self-Help for the Elderly</i>	CONTRACT NUMBER:
AUTHORIZED SIGNATURE: 	PRINTED NAME AND TITLE OF PERSON SIGNING: <i>Anni Chung, President & CEO</i>
<p>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</p> <ul style="list-style-type: none">• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.• all access codes which allow access to confidential information will be properly safeguarded.• activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.• any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor.• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.• CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor.	