

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC., hereinafter called "Contractor";

WITNESSETH:

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 Ombudsman 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:

Schedule A—FY 2013-14 Description of Services
Schedule B—FY 2013-14 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 Schedule B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Schedule A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B. 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 TWO HUNDRED FIFTY

SEVEN THOUSAND FOUR HUNDRED THIRTY-NINE DOLLARS (\$257,439).

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. 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 2014 will be due by July 7, 2014, to facilitate timely payment.

4. Term and Termination

Subject to compliance with all terms and conditions, the Funding Period A of this Agreement shall be from July 1, 2013 through September 30, 2013; and Funding Period B of this Agreement shall be from October 1, 2013 through June 30, 2014.

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.

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.

5. Transition Plan

A. The Contractor shall submit a transition plan to AAS within 15 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 Schedule 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.

6. 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.

7. 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.

8. Hold Harmless

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.

9. Controlling Law and Venue

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

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

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, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal, State, 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; applicable quality assurance regulations; wages and hours of employment; occupational safety; fire, safety, health, and sanitation regulations; directives, guidelines, and/or manuals related to this Agreement; and resolve all issues using good administrative practices and sound judgment. In the event of a conflict between the terms of this Agreement and Federal, State, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. The Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

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.

11. Non-Discrimination and Other Requirements

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

- A. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964)

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

- B. Equal Access to State-Funded Benefits, Program and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of Government Code Sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color or disability. (22 CCR 98323) (Chapter 182, Stats. 2006);

- C. Contractor assures the County that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of a disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC Sections 12101 et seq.);

- D. Section 504 applies only to Contractors who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of or be subjected to discrimination in the performance of this Agreement;

- E. Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth;

- F. General non-discrimination

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement;

- G. Equal employment opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request;

- H. Contractor agrees to include these requirements in all contracts it enters

into with subcontractors to provide services pursuant to this Agreement;

I. 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:

1. Termination of this Agreement;
2. Disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
3. Liquidated damages of \$2,500 per violation; and
4. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

J. Compliance with Equal Benefits Ordinance

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse;

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

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

13. Merger Clause

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

14. 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.

15. 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.

16. 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 as necessary.

17. 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.

18. 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.

19. 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.

20. Records

- 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.

21. 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.

22. 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.

23. Monitoring, Assessment, 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 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.

24. Audit

- A. Contractors that expend \$500,000 or more in federal awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy 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 VIIB)
- 93.042 Special Programs for the Aging – Title VII, Chapter 2 – Long Term Care Ombudsman services for Older Individuals (Title VIIA)
- 93.043 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title IIID)
- 93.044 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title IIIB)
- 93.045 Special Programs for the Aging – Title III, Part C – Nutrition Services (Title IIIC)
- 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 \$500,000 or more in federal awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D;
 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 OMB 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 OMB 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 OMB 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 \$500,000 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.

25. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance 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 the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- B. **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

Comprehensive General Liability	\$1,000,000
Motor Vehicle Liability Insurance	\$1,000,000
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:

- \$750,000 if seating capacity is under 8
- \$1,500,000 if seating capacity is 8-15
- \$5,000,000 if seating capacity is over 15

The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

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 the insurance afforded thereby to the Department of Aging, State of California and the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

26. 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.

27. Notices

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

In the case of County, to:

Heather Ledesma, Financial Services Manager II
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403
Phone: (650) 573-2236
Fax: (650) 573-2193

In the case of Contractor, to:

Elizabeth Irwin, Executive Director
Ombudsman Services of San Mateo County, Inc.
711 Nevada St.
Redwood City, CA 94061
Phone: (650) 780-5702
Fax: (650) 364-5399

28. 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

29. 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 |
| Fifth Level | A Formal Administrative Hearing with the Area Agency on |

30. 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)

31. 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 (or use an equally effective measure), any 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, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, and portable hard drives).

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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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."

37. Compliance with Use of Disposable Food Service Ware Ordinance

Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code which regulates the use of disposable food service ware. Chapter 4.106.030b states: No food service provider shall use non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County. (Ord. 4421, 05/06/08)

38. Emergency Preparedness

Contractor agrees to assist County in emergency planning and response by providing

County client-specific information, as requested by County.

39. 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.

40. 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.

41. 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.

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

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INC.



Contractor's Signature

Date: 8/6/13

Long Form Agreement/Business Associate v 8/19/08

SCHEDULE A

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED

FY 2013-14 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): Senior Ombudsman Program and the Under 60 Ombudsman Program. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2013 through June 30, 2014; Funding Period A July 1, 2013 through September 30, 2013; and Funding Period B October 1, 2013 through June 30, 2014. 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.

Program Performance Measurement:

Contractor shall agree to distribute customer feedback surveys, which will be provided by County and returned to the County for data collection and analysis. Contractor agrees to attempt to obtain at least a 75% rating of good or better from client surveys.

I. OMBUDSMAN PROGRAM

A. Units of Service

**Period A, July 1, 2013 through September 30, 2013 and
Period B, October 1, 2013 through June 30, 2014 (cumulative)**

Contractor agrees to provide a minimum of 200 hours of volunteer recruitment and volunteer training for at least 5 volunteers.

Contractor agrees to provide a minimum of a 80% resolution rate for Complaints; 40 meetings with resident councils; 5 meetings with Family Councils; 350 consultations to facilities, 450 units of Information & Consultation to Individuals, 25 sessions of Community Education, Regular Nursing Facility Visitation to 17 facilities; Regular Visitation to 100% of the Residential Care Facilities for the Elderly facilities, staffing of 5.0 FTE Paid Staff Ombudsmen, 36 Certified Volunteer Ombudsmen; and two sessions of National Ombudsman Reporting System (NORS) Part I, II, or III training.

Under 60 Ombudsman Program:

Contractor also agrees to provide at least 983 hours of case monitoring and investigation to a minimum of 90 unduplicated cases in adult residential facilities, and at least 109 hours of community education and in-service training.

B. Unit Definitions

Abuse Prevention Educational Materials: Educational materials and guidance kits distributed for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation).

Unit of Service: One product

Community Education: To provide in-service training, consultation and information to facility staff, resident councils, community groups, families and individuals regarding long-term care.

Unit of Service: One hour (reported in increments of 15 minutes)

Complaint/Abuse Investigation and Facility Monitoring: To participate in activities related to receiving, verifying, investigating, and resolving a complaint. Includes all hours spent in facilities by staff or volunteers, traveling to or from facilities, and completing required records.

Unit of Service: One hour (reported in increments of 15 minutes)

Volunteer Recruitment: To engage in activities directed towards the recruitment and training of volunteer workers (need not be over 60 years of age).

Unit of Service: One hour (reported in increments of 15 minutes)

C. Program Requirements

1. Contractor agrees to provide ombudsman services in accordance with the CDA and the AAA requirements.
2. Contractor agrees to submit monthly reports that specify the number of individual referrals received and monthly reports that include multiple referrals.
3. **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 CDA Program Memoranda.
4. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, 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 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].

5. **Title VIIA (Elder Abuse)** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) [42 U.S.C. 3058i] [OAA Section 721], including:
 - a. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
 - b. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
 - c. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and court of competent jurisdiction;
 - d. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
 - e. Conducting analysis of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
 - f. Conducting training for individuals, including caregivers (Title III E), professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
 - g. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims; and
 - h. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and Federal requirements concerning confidentiality, and other topics determined by the County to be appropriate.
6. **State Long-Term Care Ombudsman Program (SLTCOP)** means the CDA program recognized by the State Legislature and in compliance with the

OAA and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights [OAA 712(a)(1)(B); W&I 9700, 9701(f)].

7. **Office of the Long-Term Care Ombudsman** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the AAAs. As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the State. The Office analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance [OAA 712(a)(1)(A), 712(a)(3) (C&F), 712(h); W&I 9710, 9716, 9717].
8. **State Ombudsman** means the individual who serves as the full-time head of the Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the AAA, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); W&I 9711].
9. **Local Ombudsman Program** means either a program of the AAA or its subcontractor that is selected to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence [OAA 711(3), 712(a)(5)(D); W&I 9701(a)].
10. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence [OAA 712(a)(5)(A), 712(h)(5); 9701(e), 9719].

11. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to acceptance by the State Ombudsman for certification, the individual is required to complete a minimum of 36 hours of training in accordance with policies and procedures established by the State Ombudsman [OAA 711(5), 712(a)(5)(A), 712(h)(5); W&I 9719].
12. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative [OAA Section 712(a)(5)(B)(vii)].
13. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence [OAA Sections 102(35), 321(a)(10), W&I 9701(b)]. The Local Ombudsman Program may serve residents under 60 years of age if:
 - a. A majority of the residents of the facility where the younger person resides are over age 60;
 - b. Such service does not weaken or decrease service to older individuals covered by the OAA [Policy of the Office of Elder Rights Protection, Administration on Aging; July 15, 1996]; and
 - c. County General Funds are used to fund the services.
14. Contractor shall assure and document the following certification requirements for all paid volunteer Ombudsman representatives:
 - a. Thirty-six (36) classroom hours of certification training using the Core Curriculum developed and approved by the Office of the State Long Term Care Ombudsman (OSLTCO);
 - b.. An internship with an experienced Long Term Care (LTC) Ombudsman representative. The Coordinator will determine the length of the internship for each Ombudsman representative based on observation of that person's needs and skills. The OSLTCO recommends an internship time of at least ten hours; and
 - c. Twelve (12) hours of continuing education each year as required. [W&I 9719(a)(B)(2).
15. Contractor, in accordance with policies and procedures established by the State Ombudsman, will:
 - a. Provide services to protect the health, safety, welfare and rights of residents [OAA 712(a)(5)(i); 9701(a)];
 - b. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives, and timely responses to complaints and requests for

- assistance [OAA 712(a)(5)(B)(ii)];
- c. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated the complainant shall be notified in writing the decision not to investigate and the reasons for the decision [OAA 712(a)(5)(B)(iii); W&I 9701(a), 9720];
- d. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in the long-term care facilities (W&I 15630 et. Seq.);
- e. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities [HSC 1289, PC 4675, PC 4700 et seq.];
- f. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Section C.15 of this contract;
- g. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents [OAA 712(a)(5)(B) iv)];
- h. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents [OAA 712(a)(5)(B)(v)];
- i. Support the development of resident and family councils [OAA 712(a)(5)(B)(vi)];
- j. Carry out other activities that the State Ombudsman determines to be appropriate:
 - (1) Update, periodically, a plan for maintaining on ongoing presence in long-term care facilities [OAA 712(a)(5)(B)(vii)];
 - (2) Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area [W&I 9726.1(a)];
 - (3) Promote visitation programs and other community involvement in long-term care facilities within the service area [W&I 9726.1(b&d)];
 - (4) Establish (in addition to support) resident, family and friends' councils [WIC 9726.1(c)];
 - (5) Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights [W&I 9726.1(e)]; and
 - (6) Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program [W&I 9720].

16. Contractor shall develop and maintain a policy for complaint management.

The policy shall incorporate the current policies of the OSLTCO and cover the following areas:

- a. Receipt and recording of all complaints;
 - b. A logging and tracking method;
 - c. Timely handling and resolution of complaints;
 - d. Confidentiality of files;
 - e. Notification of progress and resolution to complainants;
 - f. Systematic referral and follow-up;
 - g. Documenting of patterns, trends, and special problems; and
 - h. Handling of CRISISline referrals.
17. Contractor shall assure that representatives of the Local Ombudsman Program and members of their immediate family shall be free of actual and perceived conflicts of interest and not stand to gain financially through the following:
- a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility [OAA Section 712(f); and
 - b. An action or potential action brought on behalf of individuals the Program serves [OAA Section 712(a)(5)(C)(ii)].
 - c. Ombudsman staff, Ombudsman volunteers, and their respective immediate families shall not have been employed by a LTC facility within 12 month prior to being certified.
 - d. If there are any potential conflicts of interest of applicants for certification (e.g., former employment in a LTC facility) the Coordinator shall consult with the State Long Term Care Ombudsman (SLTCO) or his or her designee will make the final decision on certification.
 - e. Ombudsman representatives shall not provide Ombudsman services in a facility where relatives or close friends currently reside or where the representative has a personal history or relationship with the LTC facility.
18. Representatives of the Local Ombudsman Program shall have access to long-term care facility residents and their medical and social records, with documentation of consent in accordance to section (3)(a), between the hours of 7:00 a.m. and 10:00 p.m. seven days a week [OAA 712(b)(1), W&I 9722 and 9724, CCR 8020(a)]. Authorization is required by the State Ombudsman for entry outside of these hours and for access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident [OAA 712(b)(1)(B)(ii); W&I 9724 (c and d); CCR 8020(a)].
19. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification [OAA 712(h)(5)(B)].

20. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C), OAA 712(d)(2), and W&I 9725.
21. The Local Ombudsman program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA 712(h)(7), W&I 9717(c), Statewide Standards for Legal Assistance in California].
22. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the County specific to the Ombudsman Program.
23. The Local Ombudsman Program Coordinator shall provide the OSLTCO with an organizational chart that includes:
 - a. All local staff who are wholly or partly funded by Ombudsman Program resources;
 - b. Their title/roles within the Program; and
 - c. The number of hours per week charged to the Local Ombudsman Program for each position.
24. The Coordinator shall inform the OSLTCO of any staffing changes.
25. The Local Ombudsman Program Coordinator shall inform the OSLTCO of issues with local Ombudsman representative(s), complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues.
26. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunication that protect the confidentiality of all complaint-related communications and records [OAA 705(a)(6)(c), W&I 9725, W&I 25633(b)(2)(B)].

Ombudsman representatives are prohibited from disclosing the following, unless there is a court order or written consent from the resident or legal representative:

- a. Information related to any complaint filed by or on behalf of a LTC resident; and
 - b. Information related to the identify of any resident, patient, complainant, or witness.
- 27. All persons with access to confidential files within the office must sign an oath of confidentiality using the most recent forms as issued by the OSLTCO.
- 28. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA [OAA 712(C), W&I 9716].
- 29. Contractor shall take the following actions to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other software provided by the CDA as required. NORS data entry must be timely, complete accurate, and verifiable.
 - a. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter, i.e. October 31, January 31, April 30, and July 31, with copies of the aggregate data sent to the County;
 - b. On or before the reporting dates, the Local Ombudsman Program must submit the QUARTERLY OmbudsManager Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox (stateomub@aging.ca.gov) with a copy to the County.
 - c. Due dates for data entry are as follows:
 - July 1 to September 30: All data for that quarter must be entered into OmbudsManager by October 31;
 - October 1 to December 31: All data for that quarter must be entered into OmbudsManager by January 31;
 - January 1 to March 31: All data for that quarter must be entered into OmbudsManager by April 30; and
 - April 1 to June 30: All data for that quarter must be entered into OmbudsManager by July 31.
- 30. 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)];
31. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
32. Proof of age or citizenship shall not be required as a condition of receiving services; and
33. 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.
34. Background Clearance

Existing and prospective Long-Term Care (LTC) Ombudsman staff and volunteers are required to be fingerprinted and to undergo background clearance prior to certification as a LTC Ombudsman (Chapter 902, Statutes of 2006).

The Ombudsman Coordinator must receive a criminal background clearance from the California Department of Justice and the Federal Bureau of Investigations (FBI).
35. LTC Ombudsman representatives shall carry their Ombudsman certification cards whenever visiting facilities, and present cards to facility staff, as requested.
36. Contractor shall ensure the following minimum standards for telephone access to the local Long Term Care Ombudsman Program (LTCOP):
 - a. Staff will answer phone calls in person rather than using a machine or voice mail during normal business hours except when staff is answering other telephone lines or in rare circumstances when no staff is available to answer telephones;
 - b. Staff will answer phones as quickly as possible, preferably during the first three rings;
 - c. Staff will answer phones throughout the day during the business week

If necessary, breaks and lunch periods will be staggered so staff is available to answer incoming phones;

- d. Voice mail messaging systems will be used only as a last resort for incoming calls to local LTCOPs;
 - e. Staff will return phone calls from complainants as quickly as possible:
 - (1) Immediately, if the call is a crisis or emergency in a LTC facility; and
 - (2) No later than the next business day for other calls.
37. The OSLTCO will maintain a 24-hour, toll-free CRISISline to respond to calls from LTC facility residents and others. The CRISISline staff via the OSLTCO will transmit non-urgent messages to the appropriate local LTCOP the following business day.

Each Program Coordinator will designate at least one certified Ombudsman representative and preferably a back-up, to be available at all times to take after-hours referrals from CRISISline operators.

The Coordinator must notify the OSLTCO of any changes to the designated local Ombudsman contacts for urgent matters at least two business days prior to the change becoming effective. Notification must be by email to stateomb@aging.ca.gov, with a copy to the OSLTCO assigned program analyst.

38. Contractor shall train and register LTC Ombudsman representatives in the witnessing of Advance Health Care Directives and property transfers. Witnessing services will be provided as requested for residents of skilled nursing facilities and other long-term health care facilities, respectively.
39. As resources and program priorities allow:
- a. The local LTCOP will attend Citation Review Conferences to advocate for residents when requested;
 - b. The local LTCOP will provide public information to interested persons about local LTC facilities and how to select an appropriate facility; and
 - c. The local LTCOP will provide training for LTC facility staff on topics such as elder abuse, mandated reporting, and residents' rights. Within the availability of program resources, consultation may also be provided to facility Staff.

D. Obligations upon termination specific to the Ombudsman Program

1. Contractor shall submit a Transition Plan to the County within 5 days from delivery of the following:
- a. Written notice of the Contractor's intent to terminate Ombudsman services;
 - b. Written notice of the County's intent to terminate the subcontract Ombudsman services; and

- c. Written notice to the Contract of the State Termination of the contract, in whole or, from time to time, in part related to the provision of Ombudsman services.
- 2. The transition plan shall at a minimum include the following:
 - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program;
 - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the changes in the parties providing Local ombudsman Program services;
 - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training;
 - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients records at the point of transfer to ensure timely continuation of Ombudsman services; and
 - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- 3. Contractor shall implement the transition plan as approved by the OSLTCO. The OSLTCO will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- 4. If the Contractor fails to provide and implement the transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.

SCHEDULE B

OMBUDSMAN SERVICES OF SAN MATEO COUNTY, INCORPORATED

FY 2013-14 FISCAL SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): Senior Ombudsman Program and the Under 60 Ombudsman Program. Services described in this Schedule B reflect program funding and payment method during fiscal year July 1, 2013 through June 30, 2014. The funding and payment periods herein referred to as Funding Period A includes July 1, 2013 through September 30, 2013; and Funding Period B includes October 1, 2013 through June 30, 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.

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. a SENIOR OMBUDSMAN SERVICES PROGRAM

Funding Period A, July 1, 2013 through September 30, 2013: AAS will pay Contractor in consideration of Senior Ombudsman Services Program services rendered \$7,331 in Title III B Ombudsman, \$9,619 in Title VIIA Ombudsman, \$4,346 in Special Deposit Funds and \$13,656 in SNF Quality & Accountability Funds, totaling \$16,950 in OAA funding and \$18,002 in other State funds.

Funding Period B, October 1, 2013 through June 30, 2014: AAS will pay Contractor in consideration of Senior Ombudsman Services Program services rendered \$24,520 in Title III B Ombudsman, \$31,818 in Title VIIA Ombudsman, \$13,039 in Special Deposit Funds and \$40,968 in SNF Quality & Accountability Funds, totaling \$56,338 in OAA funding and \$54,007 in other State funds.

The maximum reimbursement for Senior Ombudsman Services Program in Title IIIB Ombudsman and Title VIIA OAA funding and other State funding during the contract term July 1, 2013 through June 30, 2014, shall not exceed ONE HUNDRED FORTY FIVE THOUSAND TWO HUNDRED NINETY-SEVEN DOLLARS (\$145,297).

I. b UNDER 60 OMBUDSMAN SERVICES PROGRAM

Funding Period A, July 1, 2013 through September 30, 2013: AAS will pay Contractor in consideration of Under 60 Ombudsman Services Program services

rendered \$12,500 in County General Funds.

Funding Period B, October 1, 2013 through June 30, 2014: AAS will pay Contractor in consideration of Under 60 Ombudsman Services Program services rendered \$37,500 in County General Funds.

The maximum reimbursement for the Under 60 Ombudsman Services Program in County General Funds during the contract term July 1, 2013 through June 30, 2014, shall not exceed FIFTY THOUSAND DOLLARS (\$50,000).

II. COUNTY GENERAL FUNDS FOR GENERAL PROGRAM SUPPORT

Funding Period A, July 1, 2013 through September 30, 2013: AAS will pay Contractor in consideration of general program support \$15,535 in County General Funds.

Funding Period B, October 1, 2013 through June 30, 2014: AAS will pay Contractor in consideration of general program support \$46,607 in County General Funds.

The maximum reimbursement for general program support in County General Funds during the contract term July 1, 2013 through June 30, 2014, shall not exceed SIXTY TWO THOUSAND ONE HUNDRED FORTY-TWO DOLLARS (\$62,142).

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. **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). Contractor agrees to work towards meeting the service unit targets each month throughout the entire year;

- D. 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.);

- E. 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;
- F. 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;
- G. 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;

H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

I. **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;
- For SCSEP: On-the-Job-Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

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; and

J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);

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;

- N. A mid-year review, scheduled for January 2013, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- O. 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. 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 2013 will be due by July 5, 2013, to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **October 15, 2013 for Funding Period A and July 23, 2014 for Funding Period 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 Ombudsman Services of San Mateo County, Inc., is \$73,288 in OAA funds, \$72,009 in other State funds and \$50,000 in County General Funds to serve individuals under 60 years of age in residential care facilities, and \$62,142 in County General Funds for general program support for a total amount of TWO HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED THIRTY-NINE DOLLARS (\$257,439) for the contract term July 1, 2013 through June 30, 2014.

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.

Client/Caregiver File*			
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format
Participant ID	Required by System	R-RegSysFCSP**	INTEGER
First Name	Required by System	Optional**	TEXT
Last Name	Required by System	Optional**	TEXT
Middle Name	Required by System	Optional**	TEXT
Birth Date	Required by System	R-RegSysFCSP**	YYYY-MM-DD
Social Security Number	Required by System	Optional**	TEXT: ###-##-####
Address Line 1	Required by System	Optional**	TEXT
Address Line 2	Required by System	Optional**	TEXT
City	Required by System	Optional**	TEXT
Zip code	Required by System	R-RegSysFCSP**	##### or #####-####
Home Phone Number	Required by System	Optional**	##### or #####-####
Other Phone Number	Required by System	Optional**	##### or #####-####
Rural Designation	Required by System	R-RegSysFCSP**	INTEGER
Gender	Required by System	R-RegSysFCSP**	INTEGER
Race	Required by System	R-RegSysFCSP**	INTEGER
Ethnicity	Required by System	R-RegSysFCSP**	INTEGER
Poverty Status	Required by System	R-RegSysFCSP**	INTEGER
Living Arrangement	Required by System	R-RegSysFCSP**	INTEGER
Employment Status	Required by System	R-RegSysFCSP**	INTEGER
Relationship Status	Required by System	R-RegSysFCSP**	INTEGER
ADL: Eating	Required by System	R-RegSysFCSP**	INTEGER
ADL: Bathing	Required by System	R-RegSysFCSP**	INTEGER
ADL: Toileting	Required by System	R-RegSysFCSP**	INTEGER
ADL: Transferring about the bed/chair	Required by System	R-RegSysFCSP**	INTEGER
ADL: Walking	Required by System	R-RegSysFCSP**	INTEGER
ADL: Dressing	Required by System	R-RegSysFCSP**	INTEGER
ADL: Grooming	Required by System	R-RegSysFCSP**	INTEGER
ADL: Meal Preparation	Required by System	R-RegSysFCSP**	INTEGER
ADL: Shopping	Required by System	R-RegSysFCSP**	INTEGER
ADL: Medication Management	Required by System	R-RegSysFCSP**	INTEGER
ADL: Money Management	Required by System	R-RegSysFCSP**	INTEGER
ADL: Using Telephone	Required by System	R-RegSysFCSP**	INTEGER
ADL: Heavy Housework	Required by System	R-RegSysFCSP**	INTEGER
ADL: Light Housework	Required by System	R-RegSysFCSP**	INTEGER
ADL: Transportation	Required by System	R-RegSysFCSP**	INTEGER
ADL: Stair Climbing	Required by System	R-RegSysFCSP**	INTEGER
ADL: Mobility Indoors	Required by System	R-RegSysFCSP**	INTEGER
ADL: Mobility Outdoors	Required by System	R-RegSysFCSP**	INTEGER
ADL: Laundry	Required by System	R-RegSysFCSP**	INTEGER
Person at Nutritional Risk	Required by System	R-RegSysFCSP**	INTEGER

* CLIENT means an individual receiving AAA services with Title III B-1

D, VII b funds. Client also means a CARE RECEIVER whose

Caregiver receives AAA services with Title III E funds. CAREGIVER

means an individual receiving AAA services with Title III E funds.

** For CAREGIVER/CARE RECEIVER ADJUDL and other

requirements see: FCSP REFERENCE GUIDE WORKSHEET.

*** REFER TO LOOKUP TABLE 1

**** PERSON AT NUTRITIONAL RISK: Case

Management (CSM), Home Delivered Meals (HDM),

Congregate Meals (CgM), and Nutritional Counseling

(NC).

Key:

R = Required

RegSys = Registered NAPS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPS, no ADJADLs

CARS (CA-GetCare) File Specifications

Last Revised: 1/28/2011

ATTACHMENT F

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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.

Enrollment File				Data Type/Format		Comments	
Field	Required/Optional for System	Required/Optional for Reporting					
Participant ID	Required by System	R-RegSrvsFCSP	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.	
Provider ID	Required by System	R-RegSrvsFCSP	INTEGER			Unique identifier (as assigned by your system) of the provider for which the units belong. This ID corresponds to the provider ID in the Service Provider File, Service Units File, and Caregiver Relationship File (if reporting a caregiver).	
Service ID	Required by System	R-RegSrvsFCSP	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, Service Units File, and Caregiver Relationship File (assigned to a CAREGIVER service).	
First service date	Required by System	R-RegSrvsFCSP	YYYY-MM-DD			The very first date the participant enrolled in the service (e.g., John Smith first started receiving services from MoW HCM on 8/1/2009). This is the first ever service date. This is used to determine the number of new participants receiving services each year for NAPIS reporting.	
First service current fiscal year	Required by System	R-RegSrvsFCSP	YYYY-MM-DD			The first service date for the participant in the current fiscal year for this specific service.	
End service date/Deactivation date (if available)	Required by System	R-RegSrvsFCSP	YYYY-MM-DD			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 throughout the entire fiscal year.	
Reason for deactivation	Required by System	R-RegSrvsFCSP	INTEGER			Refer to Lookup Tables Sheet Col WDX	

* REFER TO LOOKUP TABLE 1

Key:

R = Required

RegSrvs = Registered NAPIS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPIS, no ADJ/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 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 loaded does 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 Units File			
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format
Participant ID	Required by System	R-RegSvcsFCSP	INTEGER
Provider ID	Required by System	R-RegSvcsFCSP	INTEGER
Service ID	Required by System	R-RegSvcsFCSP	INTEGER
Reporting Month (reported quarterly but by individual month)	Required by System	R-RegSvcsFCSP	INTEGER, M12
Reporting year	Required by System	R-RegSvcsFCSP	INTEGER, YYYY
Unit name*	Required by System	R-RegSvcsFCSP	TEXT
Quantity	Required by System	R-RegSvcsFCSP	INTEGER
<p>Comments</p> <p>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 service units for non-registered services.</p> <p>Unique identifier (as 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 (if reporting units for a caregiver).</p> <p>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).</p> <p>Month for which the service units are recorded.</p> <p>Year for which the service units are recorded.</p> <p>Specify unit of service from look-up Table AA (report hours as whole numbers only).</p> <p>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.</p>			

* REFER TO LOOKUP TABLE 1

Key:

R = Required

RegSvcs = Registered NAPS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPS, no ADU/ADLs

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 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.

Service-Provider File				
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format	Comments
Provider name	Required by System	R-RegSvcsFCSP	TEXT	Name of the provider offering the Title III-funded service in which the participant is enrolled in the fiscal year (e.g., Meals on Wheels)
Provider ID	Required by System	R-RegSvcsFCSP	INTEGER	Unique identifier (as assigned by your system) of the provider for which the units belong. This ID corresponds to the provider ID in the Enrollment File, Service Units File and Caregiver Relationship File (if reporting a caregiver).
Service name	Required by System	R-RegSvcsFCSP	TEXT	Name of the specific services offered by the provider (e.g., Meals on Wheels, Home Delivered Meals). Each service is specific to a service type
Service ID	Required by System	R-RegSvcsFCSP	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 Units File, Enrollment File, and Caregiver Relationship File (assigned to a CAREGIVER service)
Program Type ID*	Required by System	R-RegSvcsFCSP	INTEGER	Refer to Lookup Tables Sheet Col. Y, Z
Minority Provider*	Required by System	R-RegSvcsFCSP	INTEGER	Refer to Lookup Tables Sheet Col. Q, R
Is AAA the Provider?*	Required by System	R-RegSvcsFCSP	INTEGER	Refer to Lookup Tables Sheet Col. Q, R

* REFER TO LOOKUP TABLE 1

Key:

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

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.

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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
Internal Participant ID	Required by System	R-FCSP Only	INTEGER
Caregiver (use Participant ID)	Required by System	R-FCSP Only	INTEGER
Care Receiver (use Participant ID)	Required by System	R-FCSP Only	INTEGER
Caregiver Relationship	Required by System	R-FCSP Only	INTEGER
Provider ID	Required by System	R-FCSP Only	INTEGER
Service ID	Required by System	R-FCSP Only	INTEGER
* REFER TO LOOKUP TABLE 1			
Key:			
R = Required			
RegSrvs = Registered NAPIs Services			
FCSP = Family Caregiver Support Program			
SUM = Summary Data per NAPIs, no ADJ/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 section 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. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. **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).
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. **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, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. **Security Rule.** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

- a. Contractor 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. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

- 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 Contractor 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 Contractor

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:

Elizabeth L. Drwin

Name of Contractor(s):

Ombudsman Services of San Mateo County, Inc.

Street Address or P.O. Box:

711 Nevada Street

City, State, Zip Code:

Redwood City, CA 94061

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

Signature:

EL Drwin

Title of Authorized Official:

Exec. Director

Date:

8/6/13

*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>Ombudsman Services of S. Mateo County, Inc</i>	CONTRACT NUMBER:
AUTHORIZED SIGNATURE: <i>Chowin</i>	PRINTED NAME AND TITLE OF PERSON SIGNING: <i>Tippy Irwin, E.D.</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.	

CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT

CDA-1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information
 - Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.
- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization.