

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND PENINSULA VOLUNTEERS, INC.**

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

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Adult Day Care, Home Delivered Meals, Supplemental Home Delivered Meals, and Transportation program services.

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

1. Exhibits and Attachments

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

Exhibit A - FY 2014-15 Description of Services
Exhibit B - FY 2014-15 Fiscal Summary
Attachment F—CARS Specifications
Attachment H—HIPAA Business Associate requirements
Attachment I—§ 504 Compliance
Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

2. Services to be Performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit 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 SIX HUNDRED FORTY TWO THOUSAND EIGHT HUNDRED TWENTY THREE DOLLARS (\$642,823).

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

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

4. Term and Termination

Subject to compliance with all terms and conditions: Funding Period A of this Agreement shall be from July 1, 2014, through September 30, 2014; and Funding Period B of this Agreement shall be from October 1, 2014, through June 30, 2015.

- A. This Agreement may be terminated by the Contractor, the Chief of the Health System, or designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party.
- B. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
- C. Termination for Cause. The grounds for termination for cause shall include, but are not limited to, the following:
 - 1. Threat of life, health or safety of the public (see exemption from notice requirement, above);
 - 2. A violation of the law or failure to comply with any condition of this Agreement;
 - 3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement;

4. Failure to comply with reporting requirements;
5. Evidence that the Contractor is in an unsatisfactory financial condition determined by an audit of the County or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources;
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
7. Appointment of a trustee, receiver, or liquidator for all or substantial part of the Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against the Contractor;
8. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against the Contractor's assets or income;
9. The commission of an act of bankruptcy;
10. Finding of debarment or suspension; [Article II J]
11. The Contractor's organizational structure has materially changed; and
12. The County determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 for local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor maybe subject to special conditions or restriction.

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

- A. General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from

Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

B. Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in

the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

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

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

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

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

- B. **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

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

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

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

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

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

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended,

and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the

following statements is/are accurate:

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

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

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

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

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

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with Contractor Employee Jury Service Ordinance.

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

13. Retention of Records, Right to Monitor and Audit

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

14. Merger Clause & Amendments

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:

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

In the case of Contractor, to:

Barbara Kalt, Acting Executive Director
Peninsula Volunteers, Inc.
800 Middle Avenue
Menlo Park, CA 94025

Phone: (650) 326-0665
Fax: (650) 326-9547
bkalt@peninsulavolunteers.org

17. Electronic Signature

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

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

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

18. Conflict of Interest

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

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

19. Debarment, Suspension, and Other Responsibility Matters

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

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

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

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

20. Contractor's Staff

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

21. Corporate Status

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

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

22. Lobbying Certification

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

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

23. Commencement of Work

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

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

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

25. Property

A. Unless otherwise provided for in this Section, property refers to all assets, used in operation of this Agreement.

1. Property includes land, building, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

B. Property meeting all the following criteria are subject to reporting requirements.

1. Have a normal useful life of at least one year;
2. Have a unit acquisition cost of at least \$500 (e.g., a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);
3. Any property having the capacity to store data (e.g., printer, fax, copier); and
4. Be used to conduct business under this Agreement.

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs, gutters, tunnels, parking lots, streets, sidewalks, drainage, and lighting systems.

D. Intangibles are property that lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible assets for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. The Contractor will demonstrate efforts to purchase equipment and resources in a cost effective manner by showing documentation of their efforts.

F. The Contractor shall keep track of property purchased with CDA funds. The Contractor shall maintain and submit to the County annually with the

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

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

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

G. Disposal of Property

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

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

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

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

26. Access

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

27. Monitoring and Evaluation

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

inspection of food preparation sites, and interviews of project staff and participants.

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

28. Audit

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

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

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

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

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

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

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

auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

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

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

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

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

Contract resolution includes:

1. Ensuring that a subcontractor expending \$750,000 or more in federal

awards during the subcontractor's fiscal year has met the audit requirements of [2 CFR Part 200, Subpart F Audit Requirements] [formerly Circular A-133] as summarized herein;

2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
3. Reconciling expenditures reported to the County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments);
4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (29 CFR 97.20 and 29 CFR 95.21) which state in part that financial reporting must be accurate, current, and complete; and accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents;
5. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents and;
6. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

D. The Contractor shall ensure that the single-audit reports meet [2 CFR Part 200, Subpart F Audit Requirements] [formerly Circular A-133] requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first;
2. Property procured – use procurement standards provided for in [2 CFR Part 200, Subpart F Audit Requirements] [formerly Circular A-133] and provide maximum opportunities to small and minority audit firms;
3. Performed in accordance with General Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide;
4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs;

and

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

29. Dissolution of Entity

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

30. Grievance Procedure

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

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

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

31. Provision of Services

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

5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs; and
 6. Referral to culturally and linguistically appropriate community services programs.
- C. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. (Title 22 CCR Section 98324)
- D. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR 98370)
- E. The Contractor shall notify the County immediately of a complaint alleging discrimination based upon a violation of State or Federal law. (Title 22 CCR 98211, 98310, 98340)

32. Information Integrity and Security

A. Information Assets

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

Information assets include (but are not limited to):

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

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

D. Training/Education

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

Security Awareness Training.

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

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Contractor Confidentiality Statement

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

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

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

33. Security Incident Reporting

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

34. Notification of Security Breach to Data Subjects

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

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

35. Software Maintenance

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

36. Electronic Backups

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

37. Copyrights and Right in Data

A. Copyrights

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

B. Rights in Data

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

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

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

38. Transition Plan

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

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

39. Emergency Preparedness

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

40. Focal Point

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

41. Program Changes

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

42. New Beginning Coalition

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

43. Additional Notice Requirements

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

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

COUNTY OF SAN MATEO

By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

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

Peninsula Volunteers, Inc.


Contractor's Signature

Date: 7-3-14

Long Form Agreement/Business Associate (Revised 7/1/13)

EXHIBIT A

PENINSULA VOLUNTEERS, INC.

FY 2014-15 DESCRIPTION OF SERVICES

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

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

I. ADULT DAY CARE PROGRAM

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 382 days of attendance.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 1,147 days of attendance.

B. Unit Definitions

Adult Day Care: Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care/adult day health typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health

Unit of Service: One day of attendance (four-hour minimum)

C. Program Requirements

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

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

Eligible Service Population for Title III (except for Title 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].

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

Contractor agrees to:

1. Maintain a current State of California ADC or ADHC license (Welfare and Institutions Code 9542(e) and conform to State regulations;
2. Make arrangements for transporting clients to and from the site through the use of an agency owned and operated vehicle or by arrangement with another agency or through other means;
3. Offer a daily nutrition program;
4. Prepare an individual assessment with a care plan for clients and offer appropriate therapeutic programs based on licensing guidelines and social activities as well as other supportive services for clients and their caregivers;
5. Serve any person 60 years of age or older who requires supervised

social, recreational, or therapeutic services and/or caregiver respite. Providers may serve individuals under 60 years of age who need services if space is available and the full cost of the program is covered by the agency and/or participant;

6. Maintain minimum staffing ratios per license requirement and place qualified staff in key, client-related positions. Use of volunteers is encouraged to augment, not replace program staffing.
7. 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)];
8. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
9. Proof of age or citizenship shall not be required as a condition of receiving services; and
10. 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

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

as Supplemental Meals on Wheels

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 15,636 Home Delivered Meals (HDM), one (1) nutrition education presentation, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 1530 Supplemental Home Delivered Meals (SHDM), a County sponsored, non-OAA funded program.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 46,908 HDM, three (3) nutrition education presentations, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 4,590 SHDM, a County sponsored, non-OAA funded program.

B. Unit Definitions

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

Unit of Service: One meal

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

Unit of Service: One session per participant

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

Unit of Service: One session per participant

C. Program Requirements

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

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

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

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

Contractor agrees to:

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

through Friday service, including menu approval specified in Section 13;

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

month prior to the meal service for approval by the AAS registered dietitian that comply with the Dietary Guidelines for Americans updated in 2010 by the US Department of Health and Human Services and the US Department of Agriculture. The menus are to be submitted with Contractor's MIS and invoice documents by the 10th of each month. All menus must comply with the following:

- a. Be planned for a minimum of four (4) weeks;
- b. Be provided to participants;
- c. Be legible and easy to read in the language of the majority of the participants; and
- d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate;

14. Comply with CRFC requirements related to the use of trans fat:

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

15. Frozen meals produced in a nutrition services provider kitchen shall:

- a. Be packaged and frozen within two (2) hours of the end of food production, according to the requirements of the California Retail Food Code (CRFC);
- b. Have temperatures taken and recorded at the end of food production, at the time of packaging and throughout the freezing process. Temperatures shall be recorded and kept on file by the caterer and the nutrition services provider for audit;
- c. Be packed in individual trays, tightly sealed, and labeled with the date, contents and instructions for storage and reheating;
- d. Be frozen throughout storage, transport, and delivery to the home delivered meal participant; and
- e. Be discarded according to the USDA and FDA guidelines;

16. Ensure participants receive written instructions in the language of the majority of the participants for handling and reheating of the meals;
17. A yearly written plan for a minimum of four quarterly staff/volunteer training sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
 - a. The AAS registered dietitian must approve the training curriculum;
 - b. Training topics must include at a minimum: food safety, prevention of food-borne illness, Hazard Analysis and Critical Control Points (HACCP) principles, accident prevention, fire safety, first aid, choking, emergency procedures, and earthquake preparedness;
 - c. Three of the training sessions must include food safety and sanitation principles;
 - d. The training plan shall identify who is to be trained, who will conduct the training, content of training and when it is scheduled; and
 - e. Documentation of training must include attendees' evaluations and attendance records;
18. A yearly written plan for a minimum of four quarterly participant nutrition education sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2013.
 - a. The AAS registered dietitian must approve the training curriculum;
 - b. Documentation of sessions must include attendees' evaluations and attendance records;
 - c. Printed material may be used as the sole nutrition education component for the HDM participants. However, a menu that has been annotated to include caloric counts and sources of various nutrient can not be counted as Nutrition Education;
19. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "Illnesses" or (b) lesions/wounds to their site manager;

20. Participate in Site Manager's / HDM Coalition meetings;
21. Report service units and request reimbursement for HDM and SHDM as two separate programs;
22. Each food preparation site (central kitchen and caterer) must be physically inspected on a quarterly basis by the County Registered Dietitian. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the County that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, County policies and procedures must guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year;
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions; and
23. 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)];
24. Utilize appropriate verbiage in written materials (such as newsletters, menus, newspapers, websites, flyers, publications, etc.) by avoiding the use of language that implies a price or fee for the meal. If there is

reference to a dollar amount for a meal, the words "suggested donation" or "suggested contribution" must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance;

25. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
26. Proof of age or citizenship shall not be required as a condition of receiving services; and
27. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.

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

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

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

III. TRANSPORTATION PROGRAM

A. Units of Service

Funding Period A, July 1, 2014 through September 30, 2014: Contractor agrees to provide 1,750 trips.

Funding Period B, October 1, 2014 through June 30, 2015: Contractor agrees to provide 5,250 trips.

B. Unit Definitions

Transportation: from one location to another. Does not include any other activity. May include travel vouchers and transit passes.

Unit of service: One one-way trip

C. Program Requirements

Program Requirements means Title III program requirements found in the OAA 42 USC Section 3001-3058, 45 CFR XIII, 1321; Title 22, CCR, Section 7000 et seq., and CDA Program Memoranda.

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

Eligible Service Population for Title III (except for Title 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].

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

Contractor agrees to:

1. Coordinate services with all other relevant transit providers, especially paratransit services available from Redi-Wheels and Redi-Coast;
2. Maintain written emergency and accident policies and be responsible for ensuring that all transportation staff are trained in these procedures. In addition, the agency will be responsible for ensuring that drivers participate in annual driver education that will include sensitivity training related to transporting seniors and adults with disabilities;
3. Identifying contingency plans for providing back-up coverage when a vehicle is inoperable or when the driver is ill or on vacation, if the

agency operates its own vehicle;

4. Inform paratransit riders by written notice of the suggested contribution. Contributions will be collected and included as part of the Transportation budget. All contributions are to be voluntary, anonymous, and must be used to provide expanded transportation services. If the vehicle is provider- owned, a sign will be posted in the vehicle indicating the suggested contribution. Otherwise, written notice of suggested contribution must be posted in program service areas;
5. Provide verification of vehicle inspection by the California Highway Patrol, if provider operates own vehicle;
6. 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)];
7. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County;
8. Proof of age or citizenship shall not be required as a condition of receiving services; and
9. 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.

EXHIBIT B

PENINSULA VOLUNTEERS, INC.

FY 2014-15 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): an Adult Day Care Program, the Home Delivered Meals and Supplemental Home Delivered Meals Programs, and a Transportation Program. Services described in this Exhibit B reflect program funding and payment method during fiscal year July 1, 2014 through June 30, 2015. The funding and payment periods herein referred to as Funding Period A includes July 1, 2014 through September 30, 2014; and Funding Period B includes October 1, 2014 through June 30, 2015. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

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

I. ADULT DAY CARE PROGRAM

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Adult Day Care Program services rendered \$24,841 in OAA funds. Funding must be expended by the end of Funding Period A, September 30, 2013.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Adult Day Care Program services rendered \$74,524 in OAA funds.

The maximum reimbursement for the Adult Day Care Program in Title IIIB OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed NINETY-NINE THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS (\$99,365).

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

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Home Delivered Meals (HDM) services rendered \$84,216 for meals/baseline services, \$25 for nutrition education and \$25 for nutrition counseling in Title III C2 OAA funds, and \$15,180 for meals/baseline services in Special Nutrition Funds. Funding must be expended by the end of Funding Period A, September 30, 2013.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of HDM services rendered \$252,642 for meals/baseline services, \$75 for nutrition education and \$75 for nutrition counseling in Title III C2 OAA funds, and \$45,541 for the purchase of food in Nutrition Services Incentive Program (NSIP) funds.

The maximum reimbursement for the HDM Program in Title IIIC2 OAA, NSIP, and Special Nutrition funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed THREE HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS (\$397,779).

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

Funding Period A, July 1, 2013 through September 30, 2013: AAS will pay Contractor in consideration of Supplemental Home Delivered Meals (SHDM) services rendered \$9,731 funds in MOW Trust Funds.

Funding Period B, October 1, 2013 through June 30, 2014: AAS will pay Contractor in consideration of SHDM services rendered \$29,192 funds in MOW Trust Funds.

The maximum reimbursement for the SHDM Program in MOW Trust funding during the contract term July 1, 2013 through June 30, 2014, shall not exceed THIRTY-EIGHT THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS (\$38,923).

IV. TRANSPORTATION PROGRAM

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of Transportation Program services rendered \$8,938 in OAA funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of Transportation Program services rendered \$26,812 in OAA funds.

The maximum reimbursement for the Transportation Program in Title IIIB OAA funding during the contract term July 1, 2014 through June 30, 2015, shall not exceed THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$35,750).

V. COUNTY GENERAL FUNDS FOR GENERAL PROGRAM SUPPORT

Funding Period A, July 1, 2014 through September 30, 2014: AAS will pay Contractor in consideration of general program support \$17,754 in County General

Funds.

Funding Period B, October 1, 2014 through June 30, 2015: AAS will pay Contractor in consideration of general program support \$53,252 in County General Funds.

The maximum reimbursement for general program support in County General Funds during the contract term July 1, 2014 through June 30, 2015, shall not exceed SEVENTY-ONE THOUSAND AND SIX DOLLARS (\$71,006).

Contractor agrees to the following:

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

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

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

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

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

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

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

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

Program Income

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

2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
 3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
 4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 6. Must be used to expand baseline services; and
 7. May not be used to meet the matching requirement of this Agreement;
- N. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;
- The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and
- Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;
- O. A mid-year review, scheduled for January 2015, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
- P. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2015 will be due by July 7, 2015, to facilitate timely payment;

- Q. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS;
- R. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period; and
- S. Submit a closing report with supporting documentation of expenses by **July 23, 2015 for Funding Periods A and B.**

Documentation should include the following:

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

The maximum reimbursement for contracted services between San Mateo County AAS and Peninsula Volunteers, Inc. is \$532,894 in OAA and NSIP funds, \$38,923 in MOW Trust funds, and \$71,006 in County General Funds for general program support for a total amount of SIX HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED TWENTY THREE DOLLARS (\$642,823) for the contract term July 1, 2014 through June 30, 2015.

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*				Comments	
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format		
Participant ID	Required by System	Required by System	INTEGER	Uniquely identifies for each participant assigned by your system.	
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	Optional**	TEXT		
Social Security Number	Required by System	Optional**	TEXT	When missing, submit value of "0000-00-00" or "0" for this field.	
Address Line 1	Required by System	Optional**	TEXT	If only last four digits are recorded, enter xxx-xx-####	
Address Line 2	Required by System	Optional**	TEXT		
City	Required by System	Optional**	TEXT		
Zip Code	Required by System	Optional**	TEXT		
Home Phone Number	Required by System	Optional**	TEXT	# for numbers, E for extension	
Other Phone Number	Required by System	Optional**	TEXT	# for numbers, E for extension	
Rural Designation**	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col A/B	
Gender***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col C/D	
Ethnicity***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col E/F	
Poverty Status***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col G/H	
Living Arrangement***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col I/J	
Employment Status***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col K/L	
Relationship Status***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col M/N	
ADL: Eating***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col O/P	
ADL: Bathing***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Toileting***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Transferring in/out of bed/Chair***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Walking***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Dressing***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Grooming***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Meal Preparation***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Shopping***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Medication Management***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Money Management***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Using Telephone***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Heavy Household***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Light Household***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Transportation***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Social Clubbing***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Mobility Aids***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
ADL: Laundry***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	
Person at Nutritional Risk***	Required by System	Optional**	TEXT	Refer to Lookup Tables Sheet Col S/T	

Key:

R = Required
RegSys = Registered NAPIS Services
FCSP = Family Caregiver Support Program
SUM = Summary Date per NAPIS, no ADJADLs

*** REFER TO LOOKUP TABLE 1

**** PERSON AT NUTRITIONAL RISK: Case Management (Cm), Home Delivered Meals (HOM), Congregate Meals (Cgm), and Nutritional Counseling (NC).

* CLIENT means an individual receiving AAA services with Title III B-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 ADJADL and other requirements see: FCSP REFERENCE GUIDE WORKSHEET.

CARS (CA-GetCare) File Specifications

Last Revised: 1/28/2011

ATTACHMENT F

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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.

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Enrollment File				
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format	Comments
Participant ID	Required by System	R-RegSrvrFCSP	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-RegSrvrFCSP	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 as caregiver).
Service ID	Required by System	R-RegSrvrFCSP	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 ever service date	Required by System	R-RegSrvrFCSP	YYYY-MM-DD	The very first time the participant enrolled in the service (e.g., John Smith first started receiving services from NOW-HDM 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 ever/recurrent fiscal year	Required by System	R-RegSrvrFCSP	YYYY-MM-DD	The first service date for the participant in the current fiscal year for the specific service.
End service date/Deactivation date (if available)	Required by System	R-RegSrvrFCSP	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-RegSrvrFCSP	INTEGER	Refer to Lookup Tables Sheet Col W,X

* 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

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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.
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Service Units File				
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format	Comments
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. A NULL (i.e., blank) value is acceptable in this field when entering service units for 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, Enrollment File and Caregiver Relationship File (if reporting units for 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, Enrollment File, and Caregiver Relationship File (assigned to a CAREGIVER service).
Reporting Month (reported quarterly but by individual month)	Required by System	R-RegSrvsFCSP	INTEGER 1-12	Month for which the service units are recorded
Reporting Year	Required by System	R-RegSrvsFCSP	INTEGER YYYY	Year for which the service units are recorded
Unit Name*	Required by System	R-RegSrvsFCSP	TEXT	Specify unit of service from look-up Table AA (report hours as whole numbers only).
Quantity	Required by System	R-RegSrvsFCSP	INTEGER	Total units of service delivered to participant in the monthly year indicated. When reporting services for Non-Registered services you may also manually enter aggregate units directly in CARS.

* REFER TO LOOKUP TABLE 1

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CARS (CA-GetCare) File Specifications

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Service-Provider File			
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format
Provider name	Required by System	R-RegSys/FCSP	TEXT
Provider ID	Required by System	R-RegSys/FCSP	INTEGER
Service name	Required by System	R-RegSys/FCSP	TEXT
Service ID	Required by System	R-RegSys/FCSP	INTEGER
Program Type ID	Required by System	R-RegSys/FCSP	INTEGER
Is AAA the Provider?	Required by system	R-RegSys/FCSP	INTEGER
* REFER TO LOOKUP TABLE 1			
Key: R = Required RegSys = Registered NAPIS Services FCSP = Family Caregiver Support Program SUM = Summary Data per NAPIS, no ADJ/ADLs			
			Comments
			Name of the provider offering the Title II-funded service in which the participant is enrolled in the fiscal year (e.g., Meals on Wheels)
			Unique Identifier (as assigned by your system) of the provider for which the meals helping. This ID corresponds to the provider ID in the Enrollment File, Service Units File and Caregiver Relationship File. (If reporting a caregiver)
			Name of the specific service offered by the provider (e.g., Meals on Wheels, Home Delivered Meals). Each service is specific to a service type.
			Unique Identifier for each service delivered by each provider assigned by your system 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)
			Refer to Lookup Tables Sheet Col Y, Z
			Refer to Lookup Tables Sheet Col Q, R
			Refer to Lookup Tables Sheet Col Q, R

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Caregiver Relationship File				Comments	
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format		
Caregiver (use Participant ID)	Required by System	R-FCSP Only	INTEGER	Insert the appropriate Internal Participant ID from the Client File for this individual. If ID is missing, record will be discarded by system. With the exception of Non-Registered services, A NULL (i.e. blank) value is acceptable in this field when entering service units for non-registered services.	
Care Receiver (use Participant ID)	Required by System	R-FCSP Only	INTEGER	Insert the appropriate Internal Participant ID from the Client File for this individual. If ID is missing, record will be discarded by system.	
Caregiver Relationship*	Required by System	R-FCSP Only	INTEGER	Refer to Lookup Tables Sheet Col AB AC	
Provider ID	Required by System	R-FCSP Only	INTEGER	Unique identifier for the FCSP provider assigned by your system. This ID corresponds to the provider ID in the Enrollment File, Service Units File and Caregiver Relationship File (if reporting a caregiver).	
Service ID	Required by System	R-FCSP Only	INTEGER	Unique identifier (as assigned by your system) of the CAREGIVER service for which the units below. This ID corresponds to a service ID in the Service Provider File. There is no Service ID requirement for the CARE RECEIVER.	

* REFER TO LOOKUP TABLE 1

Key:
R = Required
RegSys = Registered NAPIS Services
FCSP = Family Caregiver Support Program
SUM = Summary Data per NAPIS, no ADL/IADLs

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

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

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

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

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

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

OBLIGATIONS OF COUNTY

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

PERMISSABLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

MISCELLANEOUS

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

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

ATTACHMENT I

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

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

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

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

☐ a. Employs fewer than 15 persons.

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

Name of 504 Person:

Nancy Hellerman

Name of Contractor(s):

Peninsula Volunteers Inc.

Street Address or P.O. Box:

800 Middle Ave.

City, State, Zip Code:

Menlo Park, CA 94025

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

Signature:

Barbara Kelt

Title of Authorized Official:

Acting Executive Director

Date:

7-11-14

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

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

ATTACHMENT J

CERTIFICATION	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
CONTRACTOR/VENDOR NAME: <i>Peninsula Volunteers Inc</i>	CONTRACT NUMBER:
AUTHORIZED SIGNATURE: <i>Barbara Holt</i>	PRINTED NAME AND TITLE OF PERSON SIGNING: <i>Barbara Holt Acting Executive Director</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.