

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND THE CITY OF DALY CITY**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"  
and the City of Daly City hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Congregate Nutrition 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 2015-16 Description of Services  
Exhibit B - FY 2015-16 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 TWO HUNDRED THREE THOUSAND NINE HUNDRED NINETY ONE DOLLARS (\$203,991).

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 (10<sup>th</sup>) 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 2016 will be due by July 7, 2016 to facilitate timely payment.

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2016.

- 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.

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

The Contractor shall:

1. Stop work as specified in the Notice of Termination;
2. Place no further subcontracts for materials, or services, except as necessary to complete any portion of the contract not terminated;
3. Terminate all subcontracts to the extent they related to the work terminated; and
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).

- E. Emergency Notice Exemption. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public. In case of such emergency, A Termination Notice is still required ("Emergency Termination Notice"), and shall include the date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any condition of the termination.

**5. Availability of Funds**

Notwithstanding the provisions for termination in paragraph 4, above, 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 and such termination shall be effective immediately unless otherwise agreed upon by the County and Contractor in writing.

**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. Higher limits may be required by County in cases of higher than usual risks.

Contractor shall provide automobile liability, including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

Contractor shall provide professional liability of not less than \$1,000,000 as it appropriately related to the services rendered. Coverage shall include medical malpractice and/or error and omissions.

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

The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the DGS.

The Contractor shall notify the County within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

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.

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

#### **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**

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

### Equal Access to Federally Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Acts of 1964 [42 U.S.C. 2000d; 45 CFR Part 80], which prohibits recipients of federal financial assistance from discrimination against persons based on race, color, religion, or national origin.

### Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirement of Cal. Gov. Code §11135 to 11139.5; 22 CCR 98000 et seq., which prohibit recipients of state financial assistance from discrimination against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR 98323, Chapter 182, Statutes of 2006].

The Contractor assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant of the ADA. [42 U.S.C. 12101 et seq.]

- 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.

Contractor shall adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

Contractor shall recognize any same-sex marriage legally entered into in a United States jurisdiction that recognizes marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of origin as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and

marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 – Section 3 of the Defense of Marriage Act)]

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 37<sup>th</sup> Avenue

San Mateo, CA 94403  
Phone: (650) 573-2236  
Fax: (650) 573-2193  
[drandall@smcgov.org](mailto:drandall@smcgov.org)

In the case of Contractor, to:

Denise Brown, Recreation Services Manager  
City of Daly City Doelger Center  
101 Lake Merced Blvd.  
Daly City, CA 94015  
Phone: (650) 991-8004  
Fax: (650) 746-8360  
[dbrown@dalycity.org](mailto:dbrown@dalycity.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:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; [45 CFR 92.35]
  - 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)(2) 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 entity, 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 subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- C. Failure to maintain good standing by the contracting entity 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 U.S.C. 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. The County has no legal obligation unless and until the contract is approved.

### **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" (OAA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution in accordance with Section 28 of this document. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the County. All records pertaining to this agreement must be made available for inspection and audit by the County and State 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 guidelines set forth in 2 CFR 200.302, 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 the following criteria is 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. Be used to conduct business under this Agreement.
- B1. Any property having the capacity to store data (e.g. printer, fax, copier) is subject to reporting requirements.
- 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 OAA funded program providing the same or similar service; or
  - 2. Another OAA 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 that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984 (Public Law 98-502); the Single Audit Act Amendments of 1996 (Public Law 104-156); and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133].

A copy shall be submitted to:

Aging and Adult Services  
Attn: Fiscal Department  
225 37<sup>th</sup> 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, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit

report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number referenced in Section B of this article.

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 County.

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 for Community Living.

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

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are as defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors 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 subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133], whether a program-specific audit may be elected. (Federal Office of Management and

Budget, [2 CFR Part 200, Subpart F Audit Requirements] [formerly 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, single audit, and general ledgers. The reconciliation shall be maintained and made available for County and State for review. The fiscal summary for this agreement is included in Exhibit B.
- D. 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 Contractor expending \$750,000 or more in federal awards during the Contractor’s fiscal year has met the audit requirements of 2 CFR Part 200.501 to 200.521 [formerly OMB Circular A-133] as summarized herein;
- 2. Issuing a management decision on audit findings within six months after receipt of the Contractor’s single-audit report and/or other type of audit and ensuring that the contractor 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 Contractor was not subject to the single-audit requirements. For a Contractor 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 County must be accomplished through the performing alternative procedures (e.g., risk assessments [2 CFR 200.331]; documented review of financial statements; and documented expense verification, including match; etc);
- 4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:
  - a. Accurate, current, and complete disclosure of the financial results of each federal award or program;
  - b. Records that identify adequately the source and application of funds for each federally funded activity;
  - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
  - d. Comparison of expenditures with budget amounts for each federal award;

- e. Written procedures to implement the requirements of 2 CFR 200.305;
    - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles. [2 CFR 200.302]
  - 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.
- E. The County shall ensure that Contractor single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements [formerly OMB Circular A-133] requirements:
- 1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to the County within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; [2 CFR 200.512]
  - 2. Property procured – use procurement standards for auditor selection; [2 CFR 200.509]
  - 3. Performed in accordance with General Accepted Government Auditing Standards; [CFR 200.514]
  - 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; and the schedule of findings and questioned costs; [2 CFR 200.515] and
  - 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. 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.
- G. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
- 1. Any costs when audits required by the Single Audit Act and 2 CFR Part



200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
  - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
  - b. Pass-through entities may charge federal awards for the costs of agree-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements. This cost is allowable only if the agreed-upon-procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards; paid for and arranged by the pass-through entity; and limited in scope to one or more of the following types of compliance requirements; activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]

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

## **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 Contractor)
- Second Level: The Program 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 (LEP) beneficiaries of services under this Agreement at key point of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [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 self-certify to compliance with the requirement of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]
- D. 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. [22 CCR Section 98324]

E. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

F. Notice to Eligible Beneficiaries of Contracted Services

The Contractor shall:

1. Designate an employee to whom initial complaints or inquiries regarding national origin can be directed; [22 CCR 98325]
2. Make available to ultimate beneficiaries of contracted services and programs information regarding the County's procedure for filing a complaint and other information regarding the provisions of Ca. Gov. Code § 11135 et seq.; [22 CCR 98326] and
3. Notify County immediately of a complaint alleging discrimination based upon a violation of State or Federal law. [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 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets.

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](http://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.

**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 Section B 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. Notification includes, but is not limited to, service closures due to special events, holidays, cleaning, construction, staff changes.

### **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.

### **44. General Definitions**

1. “CCR” means California Code of Regulations.
2. “CFR” means Code of Federal Regulations.
3. “DUNS” Data Universal Numbering System means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
4. “Cal. Gov. Code” means California Government Code.
5. “HSC” means California Health and Safety Code.
6. “PC” means California Probate Code.
7. “OMB” means Office of Management and Budget.
8. “PCC” means the Public Contract Code.
9. “Reimbursable item” also means “allowable cost” and “compensable item”.
10. “State” means the State of California and the California Department of Aging (CDA) interchangeably.
11. “Contractor” means the legal entity that receives funds from the County to carry out part of a federal award identified in this Agreement.
12. “Contract” means any form of legal agreement between the County and the Contractor, including an agreement that the Contractor considers a contract, including vendor type Agreements that provide for the provision of goods or services under this Agreement.



13. "U.S.C." means United States Code.
14. "W & I Code" means Welfare and Institutions Code.

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

COUNTY OF SAN MATEO

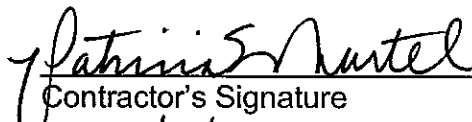
By: \_\_\_\_\_  
President  
Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board of Supervisors  
San Mateo County

City of Daly City

  
\_\_\_\_\_  
Contractor's Signature  
Date: 8/4/2015

**EXHIBIT A  
CITY OF DALY CITY  
FY 2015-16 DESCRIPTION OF SERVICES**

Contractor shall operate the following Older Americans Act (OAA) program(s): a Title III-C-1 Congregate Nutrition Program. Services described in this Exhibit A reflect program performance requirements (units of service) during fiscal year July 1, 2015 through June 30, 2016. 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.

**Program Definitions**

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

**Eligible Service Population for Title III C1 and C2** means individuals 60 years of age or older, with emphasis on those in greatest economic and social needs with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA §305 (a)(2)(E), 22 CCR 7125, 7127, 7130, 7135].

**Individuals with Severe Disability(ies)** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more major life activities. [OAA §102(a)(48)]

**Assurances**

1. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
2. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County.
3. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirement [OAA § 315(b)]:
  - a. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
  - b. Services shall not be denied to any Title III or Title VII client that

- does not contribute toward the cost of the services received;
- c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
- d. Each service provider will:
  - (1) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
  - (2) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
  - (3) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
  - (4) Establish appropriate procedures to safeguard and account for all contributions;
  - (5) Donation letters may not resemble a bill or a statement [OAA §315(b)]; and
  - (6) Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)].
- 4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.
- 5. Contractor shall agree to distribute any needs assessment(s) or feedback surveys provided by the County. Surveys are to be returned to the County for data collection and analysis.
- 6. Contractor agrees to participate in the monitoring of the use of federal and State funds. Onsite program monitoring will be conducted every two years for all programs except Title IIIC-1 and Title IIIC-2, which must be conducted every year. Onsite fiscal monitoring must be conducted every two years for all programs including Title IIIC-1 and Title IIIC-2.
- 7. Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.
- 8. Contractor agrees to offer services throughout the twelve-month contract period, unless prior written approval is received from AAS.

## **I. CONGREGATE NUTRITION PROGRAM**

### **A. Program Requirements**

**Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans 2010.

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

**Individuals eligible** to receive a meal at a congregate nutrition site are:

1. Any individual 60 years or older;
2. A spouse of an eligible individual;
3. A person with a disability, under age 60 who resides in a housing facility occupied primarily by older individuals at which congregate nutrition services are provided;
4. A disabled individual who resides at home with and accompanies an eligible individual who participates in the program; and
5. Volunteers who provide needed services during meal service hours.

Offer a meal to a volunteer under age sixty, if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)].

B. Units of Service

**July 1, 2015 through June 30, 2016:** Contractor agrees to provide 22,635 senior congregate meals and four (4) nutrition education presentations at Doelger Senior Center and 12,308 senior congregate meals and four (4) nutrition education presentations at Lincoln Community Center.

C. Unit Definitions

**A meal** provided to an eligible individual in a congregate group setting, that meets all of the requirements of the OAA and State/local laws, assures a minimum one-third of the Dietary Reference Intake (DRI), and complies with dietary guidelines for Americans, 2010.

**Unit of Service: One meal**

**Nutrition Education** is a program to promote better health by providing

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

**Unit of Service: One session per participant**

Contractor agrees to:

1. Conform to the appropriate federal, State and local requirements, especially the standards and practices identified in CCR, Title 22, CDA Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health System policies and procedures;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate five days per week throughout the Community Service Area (CSA), but not necessarily five days per week at each site. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS;
4. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the congregate meals service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
5. Providers of Title III C programs shall annually assess the client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative, included in the AAS nutrition intake tool [OAA §339(2)(J)] [OAA§207(a)(3)];
6. Protect participants from potential food safety issues by discouraging any practice of participants bringing home-cooked food to share with other participants during the congregate meal service;
7. Providers must establish operational procedures to estimate the number

of meals to prepare and serve and the amount of food to purchase so that leftovers shall be kept to a minimum;

8. Leftover meals cannot be counted as additional participant meals nor are they eligible for AAA reimbursement;
9. Priority shall be given to serving leftovers as seconds to congregate participants;
10. Title IIIC funds may not be used to purchase food to distribute separately from the approved meal;
11. Inform clients that the Congregate Nutrition Program is partially funded by the OAA by posting signs near the contribution container at each congregate meal site indicating such. Signs will also state the suggested contribution level for eligible clients, non-senior spouse of an eligible client, and non-senior volunteers. The sign must also state that services will not be denied if a contribution is not made.
  - a. All contributions are to be anonymous and voluntary;
  - b. Contributions from eligible clients (project income) are to be used to expand or support the meal service;
  - c. Guests, non-congregate program volunteers, and non-senior employees must pay the required fee. These fees are to be collected and maintained separately from contributions from eligible clients;
12. Promote the Congregate Nutrition Program as **non fee-based**, avoiding references to “free or discounted meals” (e.g., free birthday lunch specials, offers associated with coupons, club membership discounts, etc);
13. 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;
14. Submit menus the month prior to the meal service for approval by the AAS registered dietitian that comply with the Dietary Guidelines for Americans updated in 2010 by the US Department of Health and Human Services and the US Department of Agriculture. The menus

are to be submitted with Contractor's MIS and invoice documents by the 10<sup>th</sup> of each month. All menus must comply with the following:

- a. Be planned for a minimum of four (4) weeks;
- b. Be posted in a location easily seen by participants at each congregate meal site;
- c. Be legible and easy to read in the language of the majority of the participants; and
- d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate; and

15. 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).

16. 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. The AAA Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). 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

- c. Inspection of central kitchens sites annually on-site. [22CCR 7634.3(d)].
- 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, 2015.
  - 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, 2015.
  - a. The AAS registered dietitian must approve the training curriculum.
  - b. Documentation of sessions must include attendees' evaluations and attendance records.
- 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 the site manager;
- 21. Participate in the quarterly Site Manager's / HDM Coalition meetings.



**EXHIBIT B  
CITY OF DALY CITY  
FY 2015-16 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) program: a Congregate Nutrition Program. Services described in this Exhibit B reflect program funding and payment method during fiscal year July 1, 2015 through June 30, 2016. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

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

**I. CONGREGATE NUTRITION**

**July 1, 2015 through June 30, 2016:** AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$63,655 for meals/baseline services, \$100 for nutrition education at Doelger Senior Center and \$72,149 for meals/baseline services, \$100 for nutrition education at Lincoln Community Center in Title III C1 OAA funds and \$45,000 in Nutrition Services Incentive Program (NSIP) funds solely for the purchase of food.

The maximum reimbursement for the Congregate Nutrition Program in OAA funding during the contract term July 1, 2015 through June 30, 2016 shall not exceed ONE HUNDRED EIGHTY ONE THOUSAND FOUR DOLLARS (181,004).

**II. COUNTY GENERAL FUNDS FOR GENERAL PROGRAM SUPPORT**

**July 1, 2015 through June 30, 2016:** AAS will pay Contractor in consideration of general program support \$22,987 in County General Funds.

The maximum reimbursement for general program support in County General Funds during the contract term July 1, 2015 through June 30, 2016, shall not exceed TWENTY TWO THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS (\$22,987).

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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. [2 CCR 599.615 et seq.];

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

- 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, when adequate supporting documentation is not present, or where 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 (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; [2 CFR, Part 200]
- H. Contractor shall meet the following standards for its financial management systems, as stipulated in [45 CFR 92.20] (governmental) or [45 CFR 74.21] (non-profits) as well as those stipulated in [2 CFR 200.302] financial management:
- Financial Reporting;
  - Accounting Records;
  - Complete Disclosure;
  - Source Documentation;
  - Internal Control;
  - Budgetary Control;
  - Cash Management (written procedures); and
  - Allowable Costs (written procedures);
- 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) cost principles.
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.
  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. Program Income may not be used to meeting the matching requirements of this Agreement.
  7. Must be used to expand baseline services.
- 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.
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements.
  2. 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.
  3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414]
- O. A mid-year review, scheduled for January 2016, 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 (10<sup>th</sup>) 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 2016 will be due by July 7, 2016, 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.
- S. Submit a single closing report of expenses with supporting documentation for each program by **July 23, 2016**.

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 the City of Daly City is \$181,004 in OAA funds and \$22,987 in County General Funds for general program support for a total amount of TWO HUNDRED THREE THOUSAND NINE HUNDRED NINETY ONE DOLLARS (\$203,991) for the contract term July 1, 2015 through June 30, 2016.

# CARS (CA-GetCare) File Specifications

ATTACHMENT F

Last Revised: 1/28/2011

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

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

The first submission will contain Q1 data.

The second submission will contain Q1 and Q2 data.

The third submission will contain Q1, Q2, and Q3 data.

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

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

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

Client/Caregiver 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.
First Name	Required by System	Optional **	TEXT	
Last Name	Required by System	Optional **	TEXT	
Middle Name	Required by System	Optional **	TEXT	
Birth Date	Required by System	R:RegSrvsFCSP **	YYYY-MM-DD	When missing, submit value of "0000-00-00" or "0" for this field.
Social Security Number	Required by System	Optional **	TEXT, ###-##-####	If only last four digits are recorded, enter xxx-xx-####
Address Line 1	Required by System	Optional **	TEXT	
Address Line 2	Required by System	Optional **	TEXT	
City	Required by System	Optional **	TEXT	
Zip code	Required by System	R:RegSrvsFCSP **	##### or #####-####	
Home Phone Number	Required by System	Optional **	(###)###-####E	# for numbers, E for extension
Other Phone Number	Required by System	Optional **	(###)###-####E	# for numbers, E for extension
Rural Designation***	Required by System	R:RegSrvsFCSP **	INTEGER	Refer to Lookup Tables Sheet Col A,B
Gender***	Required by System	R:RegSrvsFCSP **	INTEGER	Refer to Lookup Tables Sheet Col C,D
Race***	Required by System	R:RegSrvsFCSP **	INTEGER	Refer to Lookup Tables Sheet Col E,F
Ethnicity***	Required by System	R:RegSrvsFCSP **	INTEGER	Refer to Lookup Tables Sheet Col G,H
Poverty Status***	Required by System	R:RegSrvsFCSP **	INTEGER	Refer to Lookup Tables Sheet Col I,J
Living Arrangement***	Required by System	R:RegSrvsFCSP **	INTEGER	Refer to Lookup Tables Sheet Col K,L
Employment Status***	Required by System	R:FCSP Only **	INTEGER	Refer to Lookup Tables Sheet Col M,N
Relationship Status***	Required by System	R:FCSP Only **	INTEGER	Refer to Lookup Tables Sheet Col O,P
ADL: Eating***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
ADL: Bathing***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
ADL: Toileting***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
ADL: Transferring in/out of bed/chair ***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
ADL: Walking***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
ADL: Dressing***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
ADL: Grooming***	Required by System	MSSP	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Meal Preparation***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Shopping***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Medication Management***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Money Management***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Using Telephone***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Heavy Housework***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Light Housework***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Transportation***	Required by System	R:RegSrvs Cluster 1 **	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Stair Climbing***	Required by System	MSSP	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Mobility Indoors***	Required by System	MSSP	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Mobility Outdoors***	Required by System	MSSP	INTEGER	Refer to Lookup Tables Sheet Col S/T
IADL: Laundry***	Required by System	MSSP	INTEGER	Refer to Lookup Tables Sheet Col S/T
Person at Nutritional Risk***	Required by System	R:C&M, HDM, CgM, NC***	INTEGER	Refer to Lookup Tables Sheet Col U/V

\* 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 ADL/IADL and other requirements see: FCSP REFERENCE GUIDE WORKSHEET.

\*\*\* REFER TO LOOKUP TABLE 1

\*\*\*\* PERSON AT NUTRITIONAL RISK: Case Management (C&M), Home Delivered Meals (HDM), Congregate Meals (CgM), and Nutritional Counseling (NC).

**Key:**

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# CARS (CA-GetCare) File Specifications

ATTACHMENT F

Last Revised: 1/28/2011

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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.

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

Enrollment File				
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.
Provider ID	Required by System	R-RegSrvsFCSP	INTEGER	Unique identifier (as assigned by your system) of the provider for which the units belong. This ID corresponds to the provider ID in the Service Provider File, Service Units File and Caregiver Relationship File (if reporting a caregiver).
Service ID	Required by System	R-RegSrvsFCSP	INTEGER	Unique identifier for each service delivered by each provider assigned by your system in which the participant is enrolled in the fiscal year. This ID corresponds to the Service ID in the Service Provider File, Service Units File, and Caregiver Relationship File (assigned to a CAREGIVER service).
First ever service date	Required by System	R-RegSrvsFCSP	YYYY-MM-DD	The very first time the participant enrolled in the service (e.g., John Smith first started receiving services from MoW HDM on 8/1/2004). This is the first ever service date. This is used to determine the number of new participants receiving services each year for NAPIS reporting.
First service current fiscal year	Required by System	R-RegSrvsFCSP	YYYY-MM-DD	The first service date for the participant in the current fiscal year for the specific service.
End service date/Deactivation date (if available)	Required by System	R-RegSrvsFCSP	YYYY-MM-DD	The date on which the participant stopped receiving a service from a provider in the current fiscal year. This is valid only for those participants that did not receive services throughout the entire fiscal year.
Reason for deactivation*	Required by System	R-RegSrvsFCSP	INTEGER	Refer to Lookup Tables Sheet Col W,X

\* REFER TO LOOKUP TABLE 1

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

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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 month/year indicated. When reporting services for Non-Registered services you may also manually enter aggregate units directly in CARS.

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

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Caregiver Relationship File				
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format	Comments
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 belong. This ID corresponds to a service ID in the Service Provider File. There is no Service ID requirement for the CARE RECEIVER.

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## CARS (CA-GetCare) Look Up Table 1

A,B		C,D		E,F		G,H		I,J		K,L		M,N	
RURAL		GENDER		RACE		ETHNICITY		POVERTY STATUS		LIVING ARRANGEMENT		EMPLOYMENT STATUS	
VALUE **		VALUE **		VALUE **		VALUE**		VALUE **		VALUE**		VALUE **	
ID (R-RegSrvsFCSP)		ID (R-RegSrvsFCSP)		ID (R-RegSrvsFCSP)		ID (R-RegSrvsFCSP)		ID (R-RegSrvsFCSP)		ID (R-RegSrvsFCSP)		ID (R-FCSP Only)	
1	Rural	1	Female	1	White	1	Not Hispanic / Latino	1	At or Below 100% FPL	1	Alone	1	Fulltime
2	Urban	2	Male	2	Amer. Indian or Alaska Native	2	Hispanic / Latino	2	Above 100% FPL	2	Not Alone	2	Part-time
3	Declined to State	3	Declined to State	30	Chinese	3	Declined to State	3	Declined to State	3	Declined to State	3	Retired
0	Missing	0	Missing	31	Japanese	0	Missing	0	Missing	0	Missing	4	Unemployed
				32	Filipino							5	Declined to State
				33	Korean							0	Missing
				34	Vietnamese								
				35	Asian Indian								
				36	Laotian								
				37	Cambodian								
				38	Other Asian								
				4	Black or African American								
				50	Guamanian								
				51	Hawaiian								
				52	Samoan								
				53	Other Pacific Islander								
				6	Other Race								
				7	Multiple Race								
				8	Declined to State								
				0	Missing								

\*\* REFER TO: FCSP REFERENCE GUIDE WORKSHEET

## CARS (CA-GetCare) Look Up Table 1

O,P		O,R		S,T		U,V		W,X	
RELATIONSHIP STATUS		PROVIDER FILE		ADL/IADL		NUTRITIONAL RISK		REASON FOR DEACTIVATION	
VALUE **		VALUE **		VALUE **		VALUE **		VALUE**	
ID (R-FCSP Only)		ID (R-RegSrvcFCSP)		ID (R-RegSrvcClstr1FCSP)		ID (R-RegSrvcFCSP)		ID (R-RegSrvcFCSP)	
1 Single (Never Married)		1 Yes		1 Independent		1 Yes		1 N/A (Active)	
2 Married		2 No		2 Verbal Assistance		2 No		Deactivated	
3 Domestic Partner				3 Some Human Help		3 Declined to State		2 Deceased	
4 Separated				4 Lots of Human Help		0 Missing		3 Moved out of Service Area	
5 Divorced				5 Dependent				4 No Longer Desires Services	
6 Widowed				6 Declined to State				5 No Longer SNF Certifiable	
7 Declined to State				0 Missing				6 No Longer Medi-Cal Eligible	
0 Missing								7 Institutionalization	

## Key to ADL/IADL

- 1 Can perform a task without human assistance.
- 2 Requires verbal prompting to begin or complete a task.
- 3 Requires some physical assistance to perform a task.
- 4 Requires substantial assistance to perform a task.
- 5 Totally dependent on another person to perform a task.

Or as default, report only three levels: 1, 3, or 5 (and 0 - missing).

- 8 High Cost of Services
- 9 No Longer MSSP Eligible
- 10 Won't Follow Care Plan
- 11 On Hold
- 12 Service No Longer Needed
- 13 Past Active
- 14 On Waiting List
- 15 Other Reason
- 0 Missing

## CARS (CA-GetCare) Look Up Table 1

Y,Z		AA		AB,AC	
PROGRAM TYPE		UNIT OF SERVICE*	CAREGIVER RELATIONSHIP		
ID	VALUE	VALUE	ID	VALUE** (R-FCSP Only)	
1	NAPIS -Personal Care R-RegSrvs Client Specific	Hour	1	Husband	
2	NAPIS -Homemaker R-RegSrvs Client Specific	Hour	2	Wife	
3	NAPIS -Chore R-RegSrvs Client Specific	Hour	3	Domestic Partner	
4	NAPIS -Home Delivered Meals R-RegSrvs Client Specific	Meal	4	Son/Son-in-Law	
1518	NAPIS -Home Delivered Meals Non-Registered Aggregated	Meal	5	Daughter/Daughter-in-Law	
5	NAPIS -Adult Day Care/Health R-RegSrvs Client Specific	Hour	6	Grandparent	
6	NAPIS -Case Management R-RegSrvs Client Specific	Hour	7	Other Relative	
7	NAPIS -Congregate Meals R-RegSrvsSum Client No ADL/IADL	Meal	8	Non-Relative	
1519	NAPIS -Congregate Meals Non-Registered Aggregated	Meal	9	Declined to State	
8	NAPIS -Nutrition Counseling R-RegSrvsSum Client No ADL/IADL	Session per Participant	0	Missing	
9	NAPIS -Assisted Transportation R-RegSrvsSum Client No ADL/IADL	One-way Trip			
10	NAPIS -Transportation Non-Registered Aggregated	One-way Trip			
11	NAPIS -Legal Assistance Non-Registered Aggregated	Hour			
12	NAPIS -Nutritional Education Non-Registered Aggregated	Session per Participant			
13	NAPIS -Information and Assistance Non-Registered Aggregated	Contact			
14	NAPIS -Outreach Non-Registered Aggregated	Contact			
1525	NAPIS -Health Promotion Non-Registered Aggregated	Contact			
*OTHER* NAPIS SERVICES					
1520	NAPIS - Alzheimer's Day Care Services Non-Registered Aggregated	Day of Attendance			
1521	NAPIS - Cash/Material Aid Non-Registered Aggregated	Assistance			
1522	NAPIS - Community Education Non-Registered Aggregated	Activity			
1523	NAPIS - Comprehensive Assessment Non-Registered Aggregated	Hour			
1524	NAPIS - Disaster Preparedness Materials Non-Registered Aggregated	Product			
1526	NAPIS - Elder Abuse Prevention, Education and Training Non-Registered Aggregated	Session			
1527	NAPIS - Elder Abuse Prevention Educational Materials Non-Registered Aggregated	Product			
1528	NAPIS - Employment Non-Registered Aggregated	Activity			
1529	NAPIS - Health Non-Registered Aggregated	Hour			
1530	NAPIS - Housing Non-Registered Aggregated	Hour			
1531	NAPIS - Interpretation/ Translation Non-Registered Aggregated	Contact			
1532	NAPIS - Mobility Management Activities Non-Registered Aggregated	Hour			
1533	NAPIS - Medication Management Non-Registered Aggregated	Contact			
1534	NAPIS - Mental Health Non-Registered Aggregated	Hour			
1535	NAPIS - Peer Counseling Non-Registered Aggregated	Hour			
1536	NAPIS - Personal Affairs Assistance Non-Registered Aggregated	Contact			
1537	NAPIS - Personal/Home Security Non-Registered Aggregated	Product			
1538	NAPIS - Public Information Non-Registered Aggregated	Activity			
1539	NAPIS - Registry Non-Registered Aggregated	Hour			
1540	NAPIS - Residential Repairs/Modifications Non-Registered Aggregated	Modification			
1541	NAPIS - Respite Care Non-Registered Aggregated	Hour			
1542	NAPIS - Senior Center Activities Non-Registered Aggregated	Hour			
1543	NAPIS - Telephone Reassurance Non-Registered Aggregated	Contact			
1544	NAPIS - Visiting Non-Registered Aggregated	Hour			
NAPIS FCSP CAREGIVER CARING FOR ELDERLY					
111	NAPIS FCSP-Information Services-Public Information on Caregiving Non-Registered Aggr (Caring for Elderly)	Activity			
112	NAPIS FCSP-Information Services-Community Education on Caregiving Non-Reg Aggr (Caring for Elderly)	Activity			
121	NAPIS FCSP-Access Assistance-Caregiving Information and Assistance Non-Reg Aggr (Caring for Elderly)	Contact			
122	NAPIS FCSP-Access Assistance-Caregiver Outreach Non-Registered Aggregated (Caring for Elderly)	Contact			
123	NAPIS FCSP-Access Assistance-Caregiver Interpretation/Translation Non-Reg Aggr (Caring for Elderly)	Contact			
124	NAPIS FCSP-Access Assistance-Caregiver Legal Resources Non-Reg Aggr (Caring for Elderly)	Contact			
131	NAPIS FCSP-Support Services-Caregiver Assessment R-RegSrvs Client Specific (Caring for Elderly)	Hour			
132	NAPIS FCSP-Support Services-Caregiver Counseling R-RegSrvs Client Specific (Caring for Elderly)	Hour			
133	NAPIS FCSP-Support Services-Caregiver Peer Counseling R-RegSrvs Client Specific (Caring for Elderly)	Hour			
134	NAPIS FCSP-Support Services-Caregiver Support Groups R-RegSrvs Client Specific (Caring for Elderly)	Hour			
135	NAPIS FCSP-Support Services-Caregiver Training R-RegSrvs Client Specific (Caring for Elderly)	Hour			
136	NAPIS FCSP-Support Services-Caregiver Case Management R-RegSrvs Client Specific (Caring for Elderly)	Hour			
141	NAPIS FCSP-Respite Care-Respite In-Home Supervision R-RegSrvs Client Specific (Caring for Elderly)	Hour			
142	NAPIS FCSP-Respite Care-Respite Homemaker Assistance R-RegSrvs Client Specific (Caring for Elderly)	Hour			
143	NAPIS FCSP-Respite Care-Respite In-Home Personal Care R-RegSrvs Client Specific (Caring for Elderly)	Hour			
144	NAPIS FCSP-Respite Care-Respite Home Chore R-RegSrvs Client Specific (Caring for Elderly)	Hour			
145	NAPIS FCSP-Respite Care-Respite Out-of-Home Day Care R-RegSrvs Client Specific (Caring for Elderly)	Hour			
146	NAPIS FCSP-Respite Care-Respite Out-of-Home Overnight Care R-RegSrvs Clnt Spec (Caring for Elderly)	Hour			
1501	NAPIS FCSP-Supplemental Services-Assistive Devices for Caregiving R-RegSrvs CS (Caring for Elderly)	Occurrence			
1502	NAPIS FCSP-Supplemental Services-Home Adaptations for Caregiving R-RegSrvs CS (Caring for Elderly)	Occurrence			
1503	NAPIS FCSP-Supplemental Services-Caregiving Services Registry R-RegSrvs Client Spc (Caring for Elderly)	Occurrence			
1506	NAPIS FCSP-Supplemental Services-Caregiving Emergency Cash/Material Aid R-RegSrvs CS (Caring for Elderly)	Occurrence			
NAPIS FCSP GRANDPARENT CARING FOR CHILD					
1545	NAPIS FCSP-Information Services-Public Information on Caregiving Non-Registered Aggr (Caring for Child)	Activity			
1546	NAPIS FCSP-Information Services-Community Education on Caregiving Non-Reg Aggr (Caring for Child)	Activity			
1547	NAPIS FCSP-Access Assistance-Caregiving Information and Assistance Non-Reg Aggr (Caring for Child)	Contact			
1548	NAPIS FCSP-Access Assistance-Caregiver Outreach Non-Registered Aggregated (Caring for Child)	Contact			
1549	NAPIS FCSP-Access Assistance-Caregiver Interpretation/Translation Non-Reg Aggr (Caring for Child)	Contact			
1550	NAPIS FCSP-Access Assistance-Caregiver Legal Resources Non-Reg Aggr (Caring for Child)	Contact			
1551	NAPIS FCSP-Support Services-Caregiver Assessment R-RegSrvs Client Specific (Caring for Child)	Hour			
1552	NAPIS FCSP-Support Services-Caregiver Counseling R-RegSrvs Client Specific (Caring for Child)	Hour			
1553	NAPIS FCSP-Support Services-Caregiver Peer Counseling R-RegSrvs Client Specific (Caring for Child)	Hour			
1554	NAPIS FCSP-Support Services-Caregiver Support Groups R-RegSrvs Client Specific (Caring for Child)	Hour			
1555	NAPIS FCSP-Support Services-Caregiver Training R-RegSrvs Client Specific (Caring for Child)	Hour			
1556	NAPIS FCSP-Support Services-Caregiver Case Management R-RegSrvs Client Specific (Caring for Child)	Hour			
1557	NAPIS FCSP-Respite Care-Respite In-Home Supervision R-RegSrvs Client Specific (Caring for Child)	Hour			
1558	NAPIS FCSP-Respite Care-Respite Homemaker Assistance R-RegSrvs Client Specific (Caring for Child)	Hour			
1559	NAPIS FCSP-Respite Care-Respite In-Home Personal Care R-RegSrvs Client Specific (Caring for Child)	Hour			
1560	NAPIS FCSP-Respite Care-Respite Home Chore R-RegSrvs Client Specific (Caring for Child)	Hour			
1561	NAPIS FCSP-Respite Care-Respite Out-of-Home Day Care R-RegSrvs Client Specific (Caring for Child)	Hour			
1562	NAPIS FCSP-Respite Care-Respite Out-of-Home Overnight Care R-RegSrvs Clnt Spec (Caring for Child)	Hour			
1563	NAPIS FCSP-Supplemental Services-Assistive Devices for Caregiving R-RegSrvs CS (Caring for Child)	Occurrence			
1564	NAPIS FCSP-Supplemental Services-Home Adaptations for Caregiving R-RegSrvs CS (Caring for Child)	Occurrence			
1565	NAPIS FCSP-Supplemental Services-Caregiving Services Registry R-RegSrvs Client Spc (Caring for Child)	Occurrence			
1566	NAPIS FCSP-Supplemental Services-Caregiving Emergency Cash/Material Aid R-RegSrvs CS (Caring for Child)	Occurrence			

NOTE: All Non-Registered Aggregate enrollments and service units can be manually entered into CARS.

\* REFER TO: CDA SERVICE CATEGORIES AND DATA DICTIONARY on the CDA Website for further detail on service category unit definitions.

\*\* REFER TO: FCSP REFERENCE GUIDE WORKSHEET

Family Caregiver Support Program - Caregiver/Care Receiver Reference Guide			
Field	Care Givers	Care Receivers	Comments
Participant ID	R- CAREGIVERS	R-CARE RECEIVERS	Unique identifier for each participant assigned by your system.
Provider ID	R- CAREGIVERS	N/A	Unique identifier for the FCSP provider assigned by your system.
Service ID	R- CAREGIVERS	N/A	Unique identifier (as assigned by your system) of the CAREGIVER service for which the units belong. This ID corresponds to a service ID in the Service Provider File. There is no Service ID requirement for the CARE RECEIVER.
First Name	Optional	Optional	
Last Name	Optional	Optional	
Middle Name	Optional	Optional	
Birth Date	R- CAREGIVERS	R-CARE RECEIVERS	
Social Security Number	Optional	Optional	If only last four digits are recorded, enter xxx-xx-####
Address Line 1	Optional	Optional	
Address Line 2	Optional	Optional	
City	Optional	Optional	
Zip Code	R- CAREGIVERS	R-CARE RECEIVERS	
Home Phone Number	Optional	Optional	# for numbers, E for extension
Other Phone Number	Optional	Optional	# for numbers, E for extension
Rural Designation	R- CAREGIVERS	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col A,B
Gender	R- CAREGIVERS	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col C,D
Race	R- CAREGIVERS	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col E,F
Ethnicity	R- CAREGIVERS	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col G,H
Poverty Status	R- CAREGIVERS	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col I,J
Living Arrangement	R- CAREGIVERS	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col K,L
Employment Status	R- CAREGIVERS	N/A	Refer to Lookup Table 1 Sheet Col M,N
Relationship Status	R- CAREGIVERS	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col O,P
Caregiver Relationship (See <b>NOTE</b> )	R- CAREGIVERS	N/A	Refer to Lookup Table 1 Sheet Col AB,AC
ADL: Eating	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
ADL: Bathing	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
ADL: Toileting	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
ADL: Transferring In and Out of Bed/Chair	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
ADL: Walking	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
ADL: Dressing	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
IADL: Meal Preparation	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
IADL: Shopping	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
IADL: Medication Management	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
IADL: Money Management	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
IADL: Using Telephone	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
IADL: Heavy Housework	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
IADL: Light Housework	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T
IADL: Transportation	N/A	R-CARE RECEIVERS	Refer to Lookup Table 1 Sheet Col S,T

Caregiver data is Summary, Cluster 2 data, **without** ADLs/IADLs.

Care receiver data is Detailed, Cluster 1 data **with** ADLs/IADLs.

**NOTE:** In the **Caregiver Relationship File**, line item #3 defines the relationship of the care-giver to the care-receiver.

For example, the caregiver is a husband, caring for his wife.

ADL/IADL information is required for Care Receivers in the "Caregivers Caring for the Elderly" category only.

## Attachment H

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

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#### **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:

VALENTINO J. MANDAPAT

Name of Contractor(s):

City of Daly City

Street Address or P.O. Box:

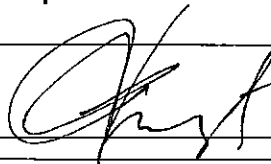
333- 90<sup>th</sup> Street

City, State, Zip Code:

Daly City, CA 94015

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

Signature:



Title of Authorized Official:

CHIEF BUILDING SUPERVISOR / BUILDING OFFICIAL

Date:

8/4/2015

\*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>City of Daly City</i>	CONTRACT NUMBER:
AUTHORIZED SIGNATURE: <i>Patricia E. Martel</i>	PRINTED NAME AND TITLE OF PERSON SIGNING: <i>Patricia E. Martel, City Manager</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"><li>• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.</li><li>• all access codes which allow access to confidential information will be properly safeguarded.</li><li>• 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.</li><li>• 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.</li><li>• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.</li><li>• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.</li><li>• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at <a href="http://www.aging.ca.gov">www.aging.ca.gov</a>, 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.</li><li>• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.</li><li>• CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor.</li></ul>	

**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.