

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PENINSULA FAMILY SERVICE**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and PENINSULA FAMILY SERVICE, 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 Case Management Program, Congregate Nutrition Program, Peer Counseling Program, and the Senior Employment Programs services.

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

1. Exhibits and Attachments

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

Schedule A—FY 2010-2011 Description of Services
Schedule B—FY 2010-2011 Fiscal Summary
Schedule C—FY 2010-2011 Department Of Labor Appropriations Act, 2010
Description Of Services
Schedule D—FY 2010-2011 Department Of Labor Appropriations Act, 2010
Fiscal Summary
Attachment F—CARS Specifications
Attachment H—HIPAA Business Associate requirements
Attachment I—§ 504 Compliance

2. Services to be Performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Schedule A, County shall make payment to Contractor based on the rates and in the manner specified in Schedule B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED SIXTY-FOUR THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS (\$364,321).

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

The Contractor will submit invoices and monthly program reports to Aging and Adult Services (AAS) by the tenth (10th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the AAS approved reporting procedures. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2011 will be due by July 6, 2011 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, 2010 through June 30, 2011.

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

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

5. Transition Plan

- A. The Contractor shall submit a transition plan to AAS within 15 days of delivery of a written Notice of Termination of a program funded either by Title III or Title VII. The transition plan must be approved by the County and State and shall at a minimum include the following:

1. Description of how clients will be notified about the change in their service provider;
2. A plan to communicate with other organizations that can assist in locating alternative services;
3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
4. A plan to evaluate clients in order to assure appropriate placement;
5. A plan to transfer any confidential medical and client records to a new contractor;
6. A plan to dispose of confidential records in accordance with applicable laws and regulations;
7. A plan for adequate staff to provide continued care through the term of the contract;
8. A full inventory and plan to dispose of, transfer or return to the State all equipment purchased during the entire operation of the contract; and
9. Additional information as necessary to effect a safe transition of clients to other community service providers.

B. Contractor shall implement the transition plan as approved by AAS. AAS will monitor the Contractor's progress in carrying out all elements of the transition plan.

C. If the Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by the County to the Contractor following the Notice of Termination.

6. Availability of Funds

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

7. Relationship of Parties

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

8. Hold Harmless

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

limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

9. Controlling Law and Venue

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

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

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal, State, or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations including, but not limited to: appropriate licensure; certification regulations; provisions pertaining to confidentiality of records; applicable quality assurance regulations; wages and hours of employment; occupational safety; fire, safety, health, and sanitation regulations; directives, guidelines, and/or manuals related to this Agreement; and resolve all issues using good administrative practices and sound judgment. In the event of a conflict between the terms of this Agreement and Federal, State, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. The Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

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

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

The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential

information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The County must maintain certificates of completion on file and provide them to the State upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.

Contractor may substitute California Department of Aging's (CDA) Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement with the approval of AAS. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

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

11. Non-Discrimination and Other Requirements

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

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

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

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

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

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

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

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

F. General non-discrimination

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

G. Equal employment opportunity

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

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

I. Violation of Non-discrimination provisions

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

J. **Compliance with Equal Benefits Ordinance**

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

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

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

12. Compliance with Contractor Employee Jury Service Ordinance.

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

13. Merger Clause

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

14. Conflict of Interest

A. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not

limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County determines that a conflict of interest exists, funds may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.

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

15. Debarment, Suspension, and Other Responsibility Matters

- A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: [45 CFR 92.35]
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(1) of this section;
 - 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - 5. 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.
- B. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

16. Contractor's Staff

- A. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

- B. This staff shall be available to the State and AAS for training and meetings as necessary.

17. Corporate Status

- A. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- B. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with AAS until satisfactory status is restored.

18. Lobbying Certification

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

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

19. Commencement of Work

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

20. Records

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

21. Property

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

1. Property includes land, building, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.
- B. Property meeting all the following criteria are subject to the capitalization requirements. Such property must:
1. Have a normal useful life of at least one year;
 2. Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and
 3. Be used to conduct business under this Agreement.
- C. Noncapitalized property are those items which do not meet all three requirements in Section B above.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. 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.
- E. Intangibles are property that lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. 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.
- F. The Contractor shall record the following information when property is acquired:
1. Date acquired;
 2. Property description (include model number);
 3. Property identification number (serial number);
 4. Cost or other basis of valuation;
 5. Fund source; and
 6. Rate of depreciation (or depreciation schedule), if applicable.

The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall maintain and submit to the County, annually with the closeout, a current inventory of 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) to report property to the County.

- G. **Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement, the Contractor must obtain approval from the County regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding or transfer to another agency may not occur until approval is received from the County.**
- H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction or theft of such property.
- I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- J. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.
- K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity or to the County.
- L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, the County will issue specific written disposition instructions to the Contractor.
- M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:
 - 1. Another County program providing the same or similar service; or
 - 2. Another County-funded program.

- N. The Contractor may share use of the property and equipment or allow use by other programs upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.
- O. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursement item, the equipment to be purchased will be specified in the budget.

22. Access

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

23. Monitoring, Assessment, and Evaluation

- A. Authorized State and County representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

24. Audit

- A. Contractors that expend \$500,000 or more in federal awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to:

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

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

The Contractor shall ensure that state-funded expenditures 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 as 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 CDA.

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

The following closely-related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

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

Cluster of programs means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are Research and Development (R&D), Student Financial Aid (SFA), and other clusters. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a state for federal awards the state provides to its subrecipients that meet the definition of cluster of

programs. When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with §400 (d) (1) and §.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520, and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (OMB Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations).

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

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

Contract resolution includes:

1. Ensuring that a subcontractor expending \$500,000 or more in federal awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D;
 2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and ensuring that the subcontractor takes appropriate and timely corrective action;
 3. Reconciling expenditures reported to the Department to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments);
 4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
 5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- D. The Contractor shall ensure that the single-audit reports meet OMB Circular A-133 requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
 2. Property procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
 3. Performed in accordance with General Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs.
 5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
- E. The Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the County shall have access to all audit reports and supporting work papers, and the County has the option to perform additional work, as needed.
- F. The contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense-verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow up performed to resolve the findings.
- G. Unless prohibited by law, the cost of audits completed in accordance with provision of the Single Audit Act Amendments of 1996, are allowable charges to federal awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost-principle circulars.
- H. Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. Contractor may not charge to federal awards the cost of auditing a non-federal entity which has federal awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection __200(d). However, this does not prohibit the Contractor from charging federal awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements

provided the subcontractor is not required to obtain a single audit. These costs must be charged as an administrative expense of the Contractor.

- I. The Contractor shall cooperate in any further audits which may be required by the County or State.

25. Insurance

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

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

Such insurance shall include:

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

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

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

26. Dissolution of Entity

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

27. Notices

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

In the case of County, to:
Heather Ledesma, Financial Services Manager II
Aging and Adult Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Susan Houston, Senior Services Director
Peninsula Family Service
24 – 2nd Avenue
San Mateo, CA 94401
Phone (650) 403-4300
FAX (650) 403-4303

28. Assignability and Subcontracting

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

29. Grievance Procedure

Consumers of services funded through AAS shall have the opportunity to file a written complaint against an AAS-funded program or an employee or volunteer of that

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

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

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

30. Provision of Services

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

- C. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. (Title 22 CCR Section 98324)

31. Information Integrity and Security

A. Information Assets

Information assets include (but are not limited to):

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use such identifying information 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.

32. Security Incident Reporting

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

33. Notification of Security Breach to Data Subjects

- A. Notice must be given by the Contractor to County and any data subject whose personal information could have been breached.
- B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
- C. Notice may be provided in writing, electronically or by substitute notice in accordance with State law, regulation or policy.

34. Software Maintenance

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

35. Compliance with Use of Disposable Food Service Ware Ordinance

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

36. Emergency Preparedness

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

37. 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.

38. 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.

39. New Beginning Coalition

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

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

COUNTY OF SAN MATEO

By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PENINSULA FAMILY SERVICE

Contractor's Signature

Date: _____

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

SCHEDULE A

PENINSULA FAMILY SERVICE

FY 2010-2011 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): a Case Management Program, a Congregate Nutrition Program, a Peer Counseling Program and the Senior Employment Programs. Services described in this Schedule A reflect program performance requirements (units of service) during fiscal year July 1, 2010 through June 30, 2011. These programs shall operate in accordance with the California Department of Aging (CDA) and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County. A monitoring of nutrition programs will be conducted annually and onsite in accordance with the Area Agency on Aging (AAA) Contract Monitoring Procedures Manual. All other OAA programs will be monitored at least every other year. Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. The Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.

Program Performance Measurement:

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

I. CASE MANAGEMENT PROGRAM

A. Units of Service

Contractor agrees to provide 430 hours of case management services.

B. Unit Definitions

Case Management means assistance either in the form of access coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required.

Unit of Service: One hour

C. Program Requirements

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

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

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

Contractor agrees to:

1. Employ at least a quarter-time social worker who shall function as a liaison between AAS and Contractor;
2. Provide ongoing supervision to the social worker;
3. Assure that the Spanish-speaking community is aware of the availability of social work services for at-risk older adults and encourage the use of those services;
4. Provide local access to TIES line services;
5. Have a social worker attend the Spanish-speaking Case Managers Group;
6. Provide short-term case management services for at-risk older adults that are consistent with the AAS Response Criteria;
7. Coordinate and consult with AAS on cases, as needed;
8. Refer all cases of suspected elder and dependent adult abuse to AAS;
9. Refer all appropriate individuals who have received either general or comprehensive assessments to the County's Centralized Intake Unit or TIES, when it appears these individuals are in need of direct County services (e.g., In-Home Supportive Services, conservatorship);
10. Provide back-up coverage when the social worker is on vacation, on sick leave, or out of the office during normal business hours. Back-up person shall have access to and be able to present information from client files to Adult Protective Services, Police, Fire, and other appropriate professionals;

11. Provide translation assistance for elder abuse cases involving Spanish-speaking clients referred to AAS; and
12. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA as specified in subsection (i), (ii), and (iii), of the United States Code 42 Section 3026 (a)(8)(C).

Contractor assures that:

1. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
4. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service;
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)].

AAS shall:

1. Accept appropriate referrals from contractor liaison; investigate, complete reports, and follow up, as necessary, on all suspected elder and dependent adult abuse reported by the liaison;
2. Assign AAS Spanish-speaking staff for consultation purposes. This role shall include, but not be limited to orientation to AAS standards, information about community resources, case consultation as needed, and/or case review; and
3. Conduct a utilization review and provide updates on policies and/or regulatory changes via the contract monitoring process and as needed.

II. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Contractor agrees to provide 7,500 senior congregate meals and four nutrition education presentations.

B. Unit Definitions

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

Unit of Service: One meal

Nutrition Education is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education may include demonstrations, audio-visual presentations or small group discussions for congregate program participants. Handout materials may be used, but may not be the sole education component for home-delivered meal program participants.

Unit of Service: One session per participant

C. Program Requirements

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

Title IIIC-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the DRI and comply with the current Dietary Guidelines for Americans, 2005.

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 preceding year.

Eligible Service Population for Title III (except for Title IIIE) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals

with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

Contractor agrees to:

1. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in CCR, Title 22, CDA Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health System policies and procedures;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate five days per week throughout the Community Service Area (CSA), but not necessarily five days per week at each site. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS;
4. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the congregate meals service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
5. Providers of Title IIIC programs shall annually assess the client's nutrition risk using a valid nutrition screening 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. 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, the established fee for employees, non-congregate program volunteers, as well as any guest under 60 years of age, and that services will not be denied if a contribution is not made.
 - a. All contributions are to be anonymous and voluntary;
 - b. Volunteers providing services during the meal hours are not required to pay the established fee;
 - c. Contributions from eligible clients (project income) are to be used to expand or support the meal service;

- d. Guest, non-congregate program volunteer, and employee fees are to be collected and maintained separately from contributions from eligible clients;
 - e. Donation letters may not resemble a bill or a statement [OAA §315(b)]; and
 - f. Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)].
8. 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);
9. 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;
10. 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.
- The program's registered dietitian or the AAS registered dietitian must approve the training curriculum;
 - 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;
 - Three of the training sessions must include food safety and sanitation principles;
 - The training plan shall identify who is to be trained, who will conduct the training, content of training and when it is scheduled; and
 - Documentation of training must include attendees' evaluations and attendance records;
11. 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;

12. Submit menus the month prior to the meal service for approval by the AAS registered dietitian. The menus are to be submitted with Contractor's MIS and invoice documents by the 10th of each month. All menus must comply with the following:
 - a. Be planned for a minimum of four (4) weeks;
 - b. Be posted in a location easily seen by participants at each congregate meal site;
 - c. Be legible and easy to read in the language of the majority of the participants;
 - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate; and
13. 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).

Contractor assures that:

1. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
4. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service;
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)].

III. PEER COUNSELING FOR NON-ENGLISH SPEAKING OLDER ADULTS

A. Units of Service

Contractor agrees to provide 1,500 hours of counseling.

B. Unit Definition

Peer Counseling uses the skills and/or life experiences of trained volunteers, under qualified supervision, to provide advice, guidance, and support in a self-help approach in order to enhance well-being and enable clients to make informed choices.

Unit of service: One hour

C. Program Requirements

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

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

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

Program Service Description. Peer Counseling For Non-English Speaking Older Adults offers a non-traditional alternative to the clinical services provided by a mental health professional. Culturally sensitive volunteers provide individual and group counseling to older adults whose primary language is not English, assisting them with difficulties associated with grief, loneliness, anxiety, depression, caregiving, and a variety of other issues. All volunteers must receive basic peer counseling training before they are assigned to clients, as well as participate in ongoing training. A licensed clinical social worker (or equivalent) shall provide clinical supervision for the program.

The goal of this program is to provide emotional support, guidance, and empathy to frail older persons who are culturally isolated because of language and who are experiencing loneliness, depression, anxiety, illness, and/or problems with family, relationships, and/or caregivers.

Contractor agrees to:

1. Complete a written intake form on all clients. A written assessment shall be completed before a client is assigned a peer counselor;
2. Open a case on all clients receiving peer counseling services; maintain files that include assessment forms, release of information forms, and ongoing progress notes; and ensure all client information is maintained in a confidential manner;
3. Ensure volunteers document their client contacts and communicate significant findings or changes with staff;
4. Maintain adequate staffing to ensure the successful operation of the Peer Counseling Program. All volunteers working in this program shall receive ongoing clinical supervision by a licensed clinical social worker (or equivalent). Staff shall have the ability to speak and write the language(s) and have a cultural understanding of the community(ies) targeted by the program. Peer counselors making home visits must have some form of identification that confirms that they are peer counselors;
5. Provide basic peer counseling training to all volunteers before they are assigned to clients. Training shall include the need for client confidentiality. In addition, volunteers are required to participate in ongoing training and in-service sessions. Training must be available in the appropriate language(s) for counselors who are non-English-speaking;
6. Coordinate with other agencies providing services to the target population(s). Written outreach plans detailing how the organization will recruit peer counselors and how it will outreach to organizations shall be developed and monitored. When appropriate, clients shall be referred to other agencies to receive needed services; and
7. Submit quarterly reports on unduplicated persons served and monthly reports on the services provided, as detailed in the Management Information System (MIS) Manual. The manual is available upon request from AAS. Monthly reports on the units of service are due on the 10th day of the month following the month of the report. Quarterly reports on unduplicated persons served are due on the 10th of the month following the end of the quarter.

Contractor assures that:

1. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
4. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service;
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)].

IV. SENIOR EMPLOYMENT PROGRAMS

A. Units of Service

Title IIIB – Employment

Contractor agrees to provide a total of 55 activities.

Title V – Senior Community Services Employment Program

Contractor agrees to provide 18 subsidized slots (modified positions) and will provide services in accordance with the Performance Measures identified by the Department of Labor (DOL). Section E2. Core Performance Goals identifies goals for 2009-10. DOL Performance Measures will be identified to the provider when available.

B. Definitions

Title IIIB – Employment

Employment activities are designed to maintain or obtain part-time/full-time employment for older persons or to assist them in selecting and entering into a second career. This can be accomplished through activities including but not limited to career counseling, recruitment, assessment, training, job club, and job development.

Unit of Service: One activity

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

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

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

Title V – Senior Community Services Employment Program

Title V Senior Community Service Employment Program (SCSEP) means a program that serves low-income persons who are 55 years of age and older and who have poor employment prospects by placing them in part-time community service assignments and by assisting them to transition to unsubsidized employment [OAA, 20 CFR Part 641.110];

Participant means an individual who is eligible for the Title V SCSEP, is enrolled, and is receiving services for up to 48 months, unless a request for a waiver is made by the Grantee and approved by the U.S. Department of Labor (DOL) [OAA Section 518(a)(3)(B), 20 CFR Part 641.140];

Participant Position means an authorized training slot whose unit cost includes administration; participant wage and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given Fiscal Year is based on an equitable distribution ratio determined by the U.S. Census and allocated by the DOL [OAA Section 506(g)(91), OAA Section 507];

Modified Positions means the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants (Employment Training Administration 5140);

Unemployed means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income [OAA Section 518 (a)(8)];

Low-Income means family income not more than 125 percent of the federal poverty guidelines [OAA Section 518(a)(3)(A)];

Eligible Service Population means unemployed low-income California residents who are 55 years of age or older and who have poor employment prospects. Priority must be given to individuals who are 65 years of age and older or (a) have a disability; (b) have limited English proficiency or low literacy skills; (c) reside in a rural area; (d) are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(2); (e) have low employment prospects; (f) have failed to find employment after utilizing services provided through the One-Stop-Delivery System; or (g) are homeless or at risk for homelessness [OAA Section 518(b)(1)(2)];

Host Agency means a public agency or private non-profit 501(c)(3) organization that provides a training work site and supervision for a participant position (20 CFR 641.140);

Program Income means income earned by the contractor during the contact period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds;

Matching Contributions means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding;

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

Community-Service Employment Training means placing participants at host agencies that have occupations which are similar to "in demand" private sector jobs. Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. There is no hour limit for a participant's community service training employment in a 12-month period [20CFR 641.140, OAA Section 518(a)(2)];

On-The-Job-Experience (OJE) Training means developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment (Older Worker Bulletin No. 04-04);

One-Stop Career Centers (OSCC) means agencies that are funded by the Workforce Investment Act (WIA) to provide universal access to employment referrals, training, and other job-seeker/employer service (20 CFR 641.140);

Core Indicators means indicators that are subject to goal-setting and corrective action [20CFR 641.700(a)];

Additional Indicators means indicators that are not subject to goal-setting and corrective action [20CRF 641.700(a)];

Performance Measures means core indicators and additional indicators of performance that measure the success and effectiveness of the SCSEP (20 CFR 641.710);

Entry into Unsubsidized Employment (entered employment) means participants who are employed in the first quarter after the exit quarter [20 CFR Part 710(a)(2)];

Number of Eligible Individuals Served (service level) means the total number of participants served divided by the grantee's authorized number of positions, after adjusting for minimum wage [20 CFR Part 641.710(a)(5)];

Hours (in the aggregate) of Community Service Employment Training (community service hours) means the number of hours of community service provided by SCSEP participants [20 CFR Part 641.7109(a)(1)];

Classroom Training Hours means the number of hours spent in classroom training by SCSEP participants;

Participant Program Tenure means participants can be enrolled in the program for up to 48 months. A request to extend this time may be submitted to CDA for participants that are hard to serve [OAA Section 518(a)(3)(B)];

Retention In Unsubsidized Employment for Six Months (employment retention) means full or part-time paid employment in the public or private sector for six months after the starting date of placement into unsubsidized employment without the use of funds under Title V or any other Federal or State employment subsidy program [20 CFR 641.710(a)(3)];

Limited English Proficiency (LEP) means individuals who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English (20 CFR Part 641.140);

Number of Most-in-Need Individuals Served (service to most-in-need) means service to participants who meet any of the following characteristics: are age 75 or older; have a severe disability; are frail; meet the eligibility requirements related to age for, but do not receive benefits under Title II of the Social Security Act; live in an area with persistent unemployment and are individuals with severely limited employment prospects; have limited English proficiency; have low literacy skills; have a disability; reside in a rural area; are veterans; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act of 1998; or are homeless or at risk for homelessness [20 CFR Part 641.710(a)(6)];

Customer Satisfaction means satisfaction of the participants, employers, and host agencies with their experience with SCSEP [20 CFR 641.710(b)(2)];

Satisfaction Survey means an instrument that gathers data concerning the satisfaction of participants, employers, and their host agencies with their experiences and the services provided [20 CFR 644.710(b)(2)];

Earnings means the “average earnings” of those participants who are employed. To calculate “earnings”, use the total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period [20CFR Part 641.710(a)(4)];

Supportive Services means services, such as transportation, child care, dependent care, housing, and needs-related payments that are necessary for an individual to participate in program activities and to retain unsubsidized employment [OAA Section 518(a)(7)];

State Plan means the four-year plan submitted to DOL describing SCSEP strategic focuses with an update not less than every 2 years [OAA Section 503(a)];

SCSEP Performance and Results Quarterly Progress Report System (SPARQ) means the DOL system used to process and analyze SCSEP data and the system used to view, print, and save SCSEP quarterly progress reports, data quality reports, and management reports [20 CFR 641.879(e)(f)(h)];

Web Data Collection System (WDCS) means the DOL web-based data collection system used to input all SCSEP program and participant information in SPARQ [OAA Section 503(f)(3)(4)];

Mathematica (MPR) means the organization under contract to DOL to create the SCSEP SPARQ and the WDCS and who is responsible for providing on its website the SPARQ user’s guide and DOL policy guidance related to system upgrades [20 CFR 641.879(e)-(i)];

Charter Oak Group (COG) means the organization under contract to DOL to create the SCSEP WDCS handbook that provides direction on entering data into the WDCS and providing on its website DOL policy guidance, frequently asked questions, and revisions to the handbook [20 CFR 641.879(e)-(i)]; and

Transfer/Change Utility means the WDCS procedure used to transfer a participant into SPARQ from a CDA SCSEP to a national SCSEP contractor or vice versa [20 CFR 641.879(e)-(i)].

C. Unit Definitions

Title IIIB Employment: Activities designed to maintain or obtain part-time/full-time employment for older persons or to assist them in selecting and entering into a second career. This can be accomplished through activities including but not limited to career counseling, recruitment, assessment, training, job club, and job development.

Unit of Service: One activity

D. Program Requirements

Contractor agrees to provide these services in accordance with Titles III/V of the OAA and all applicable state and local standards.

E. Scope of Work

1. The Contractor shall perform the following if operating as a direct Title V program; for a Title V contracted program the Contractor shall ensure that the subcontractor shall perform the following:
 - a. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws and regulations: OAA, Public Law 109-365 Workforce Investment Act (WIA) Public Law 105-220 Section 121(b)(1)(B)(vi); 29 USC 2841 (b)(1)(B)(vi); 29 CFR 95.5 and 97.40; 20 CFR Part 641 Final Rule – April 9, 2004; 20 CFR 641 Interim Rule Performance Accountability – June 29, 2007; 20 CFR 652 et al., 20 CFR 662.200-280, 38 USC 4215; The Jobs for Veterans Act (Public Law 107-288); the Title V SCSEP New Coordinators Handbook as issued by the State; and any other subsequent memo, bulletins, or similar instructions issued by DOL during the term of this Agreement;
 - b. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals the opportunity to participate in the program [20 CFR 641.515(a)];
 - c. List all SCSEP community service assignments with the local OSCC;
 - d. Provide an orientation to participants that includes information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; and permitted and prohibited political activities [20 CFR 641.535(a)(1)];
 - e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two times during a 12-month period [20 CFR 641.535(a)(2)];
 - f. Provide an IEP for each participant based on an assessment. IEPs shall be developed in partnership with each participant and will reflect the needs as well as the expressed interests and desires of the participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessment. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals (20 CFR 641.140);

- g. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP [20 CFR 641.535(a)(5)(6)];
 - h. Submit all requests for an OJE to the State for approval prior to exercising the OJE with any participants (Older Worker Bulletin No. 04-04);
 - i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every 12 months. Documentation records shall be maintained in a confidential manner (20 CFR 641.505);
 - j. Cooperate with community, employment, and training agencies, including agencies under the WIA and provided through OSCC, to provide services to low-income older workers (20 CFR 641.200);
 - k. Participate in the development of the SCSEP State Plan. Local activities must support the strategic focuses outlined in the SCSEP State Plan [20 CFR 641.315(a)];
 - l. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention [20 CFR 641.535(14)(15)];
 - m. As mandated partner under the WIA, the Title V SCSEP must have a signed Memorandum of Understanding (MOU) with the Local Workforce Investment Board(s) and the OSCC(s) detailing how services will be provided [20 CFR 662.200-300];
 - n. The MOU must contain the following components: (1) a description of the functions/services to be performed for One-Stop clients; (2) an explanation of how the costs of these functions/services and One-Stop operations will be funded; (3) a description of the methods to be used for referring clients among the partners, and (4) the duration of the MOU and procedures for amending it [20 CFR Part 652 et.al];
 - o. Maintain an up-to-date COG Data Collection Handbook, Mathematica Data Validation Handbook, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures [20 CFR 641.879(e)(f)(h)];
 - p. Use the program data collection and reporting system as required by the CDA [OAA Section 503(f)(3)(4)]; and
 - q. Submit all requests for the Transfer/Change utility transaction in SPARQ to the State for prior approval. [641.879(h)].
2. The Contractor shall, or if subcontracted, the subcontractor shall, meet the annual negotiated performance measures established by the U.S. Department of Labor, which include:

Core Performance Goals from U.S. DOL for 2009-10:

Service Level	100%
Community Service	80%
Most in Need	2.39
Common Measure Entered Employment	38.6
Common Measure Retention Goal	67.9
Common Measure Average Earnings	\$9,549.00

Additional Indicators include: [20 CFR 641.700(c)]

- a. Employment Retention (1 year)
 - b. Customer Satisfaction (Employer, Host Agency, Participant)
3. Contractor agrees to assure the following:
 - a. Services are provided only to the defined Eligible Service Population (20 CFR 641.500);
 - b. Participants, while enrolled in the Title V SCSEP, shall receive at least the current minimum wage plus fringe benefits required by law including compensation for federal holidays. Fringe benefits, including annual physical examinations, must be provided uniformly to all participants within a project or subproject. Participants must be paid for hours spent in orientation, training, other required activities, and time spent working in the assigned community service employment activity. [OAA section 501(c)(6)(A)(i), CFR 641.535(a)(b)(i)]; and
 - c. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits (20 CFR 641.535).
4. The Contractor shall assure that the Title V SCSEP will serve the eligible service population and give priority to individuals who are 65 years of age and older or:
 - a. Have a disability;
 - b. Have limited English proficiency or low literacy skills;
 - c. Reside in a rural area;
 - d. Are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(2);
 - e. Have low employment prospects;
 - f. Have failed to find employment after utilizing services provided through the One-Stop Delivery System; and
 - g. Are homeless or at risk for homelessness [OAA Section 518(b)].
5. Contractor shall comply with an average participation cap for eligible individuals of no more than 27 months in the aggregate, unless requested and approved by the DOL [OAA Section 203(b)(1)(C)].

6. When monitoring local projects (sub-sub grantees) the Contractor will use a tool that mirrors the CDA's simplified monitoring tool [OAA Section 503(f)(1)].
7. The Contractor shall provide a written policy to AAS regarding terminations (including IEP terminations), leave of absences from the program and grievance procedures (20 CFR 641.910), (20CFR 641.580).
8. Contractor is required to provide a 30-day notice for all terminations except in the case of the participant providing false information or for cause. Terminations must not discriminate against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color or disability.
9. Criteria for termination of participants must be objective, non-arbitrary, and non-discriminatory and be based on priorities for service per the OAA Amendments of 2006, Section 518(b). Participants must be treated uniformly and all program policies and procedures must be followed (20CFR 641.580).
10. Political Activities. The Contractor shall assure the following:
 - a. The Contractor shall post a notice at each training site and make available to each participant a written explanation of allowable and unallowable political activities in accordance to the OAA Section 502 (b)(1)(P), 20nCFR 641..836(d); and
 - b. Notices shall state that Title V SCSEP participants may engage freely in the political process with the following exceptions:
 - i. Participant may not engage in partisan or non-partisan political activities on the job;
 - ii. Participants may not present themselves as a spokesperson for Title V SCSEP while engaged in political activity; and
 - iii. Participants may not be assigned to the office of a Member of Congress, a state or local legislator, or on any staff of a legislative committee.
11. The Contractor shall have appropriate office space to conduct private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.

F. Reporting Provisions [OAA Section 503(f)(3)(4)] [20CFR 641.430(f)]

1. Contractor shall:

- a. Input program and participant data into SPARQ using the WDCS on a routine basis. The Contractor must review and continually seek to clear errors in the WDCS. The data must be timely, complete, accurate, and verifiable;
- b. Create a plan to ensure accuracy of data from all levels which includes a method for the Contractor or subcontractors to verify the accuracy of the data prior to submission to the State; and
- c. Train and orient staff and subcontractor's staff on data collection and reporting requirements.

G. Contractor shall review Management Reports in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS. Management Reports must be reviewed by the Contractor on a monthly basis.

H. Contractor shall review Data Quality Reports (DQRs) in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS. DQRs must be reviewed by the Contractor on a monthly basis.

I. Contractor shall submit a Corrective Action Plan describing the actions to be taken to achieve the performance goals if the project did not achieve the established performance goals in the previous fiscal year [20 CFR 641.740(b)].

J. Appeal Process

In relation to an appeal conducted as a result of a determination of ineligibility or termination for cause against a Title V SCSEP participant, the decision of AAS is final. In accordance with 20 CFR Part 641.910, no appeal shall be elevated to the DOL unless a federal law has been violated. In the event an appeal is elevated to DOL, a copy must be provided to the State. Complaints alleging discrimination on the basis of race, color, religion, sex, national origin, disability, or age may be filed with the Director, Civil Rights Center (CRC), Department of Labor, 200 Constitution Avenue, N.W., Room N4123, Washington, D.C. 20210.

In the event of a Contract dispute or grievance regarding the terms and conditions of this Contract, Contractor shall first discuss the problem informally with the AAS contract monitor, who will forward any failed attempt to resolve the dispute to the CDA.

K. Transition Plan for Title V SCSEP

The Contractor shall submit a transition plan to AAS within two (2) days of delivery of a written Notice of Termination of a program funded by Title V SCSEP. The transition plan must be approved by the County and State and shall at a minimum include the following:

1. A process on how participants will be notified of program closure, reduction of slots, or change in service provider;
2. A process on how confidential records of participants and database files will be relinquished to the Contractor or new service provider;
3. A process to communicate with National SCSEP grantees to transfer current participants into other employment / training opportunities;
4. A process on how supportive services will be identified and provided to participants to ease in the transition; and
5. A process to conduct a property inventory and plan to dispose, transfer or return to AAS all equipment purchased during the entire operation of the contract.

L. Assurances for Title III Programs

Contractor assures that:

1. Means tests shall not be used to determine program/service eligibility;
2. Services shall not be denied to any client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions shall be non-coercive;
4. Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service;
5. Donation letters may not resemble a bill or a statement [OAA §315(b)]; and
6. Proof of age or citizenship shall not be required as a condition of receiving services.

SCHEDULE B

PENINSULA FAMILY SERVICE

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Case Management Program, a Congregate Nutrition Program, a Peer Counseling Program and the Senior Employment Programs. Services described in this Schedule B reflect program funding and payment method during fiscal year July 1, 2010 through June 30, 2011. 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. The 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. CASE MANAGEMENT PROGRAM

AAS will pay Contractor in consideration of Case Management Program services rendered \$25,000 in OAA funds.

The maximum reimbursement for the Case Management Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

II. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$25,515 in OAA funds and \$6,360 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THIRTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$31,875).

III. PEER COUNSELING FOR NON-ENGLISH SPEAKING OLDER ADULTS

AAS will pay Contractor in consideration of Peer Counseling Program services rendered \$10,000 in OAA funding.

The maximum reimbursement for the Peer Counseling Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TEN THOUSAND DOLLARS (\$10,000).

IV. SENIOR EMPLOYMENT PROGRAMS

AAS will pay Contractor in consideration of Title IIIB – Employment services rendered \$14,972 in OAA funding.

AAS will pay Contractor in consideration of Title V – Senior Community Services Employment Program services rendered \$181,260 in OAA funding.

The maximum reimbursement for the Senior Employment Programs in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed ONE HUNDRED NINETY-SIX THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS (\$196,232).

Contractor agrees to the following for all programs:

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

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

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

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

- Mileage
<http://www.dpa.ca.gov/personnel-policies/travel/personalvehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) -
<http://www.dpa.ca.gov/personnel-policies/travel/meals-andincidentals.htm>
- Lodging
<http://www.dpa.ca.gov/personnel-policies/travel/short-termtravel.htm>

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

- E. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, submitted with inadequate supporting documentation, or when prior approval was required but not requested nor granted;
- F. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles;
- G. The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 Code of Federal Regulations (CFR) Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):
 - Financial Reporting;
 - Accounting Records;
 - Internal Control;
 - Budgetary Control;
 - Allowable Costs;
 - Source Documentation; and
 - Cash Management;
- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE 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. Matching contributions generated in excess of the minimum required are considered overmatch; and
 5. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (city and county governments, school districts, special districts, and water districts);
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **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.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes:
- 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;
 - Royalties received on patents and copyrights from contract-supported activities; and
 - 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 IIIB, IIIC, IIID, IIIE, 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 IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 6. Must be used to expand baseline services; and
 7. May not be used to meet the matching requirement of this Agreement;
- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;
- The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and
- Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;
- N. A mid-year review, scheduled for January 2011, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;
 - O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2011 will be due by July 6, 2011 to facilitate timely payment;
 - P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and

Q. Submit a closing report with supporting documentation of expenses by July 22, 2011.

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 Family Service Agency is \$263,107 in OAA and NSIP funds and \$33,265 in County General Funds for general program support for a total amount of TWO HUNDRED NINETY-SIX THOUSAND THREE HUNDRED SEVENTY-TWO DOLLARS (\$296,372) for the contract term July 1, 2010 through June 30, 2011.

SCHEDULE C

PENINSULA FAMILY SERVICE

FY 2010-2011 DEPARTMENT OF LABOR APPROPRIATIONS ACT, 2010 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program: the Department of Labor Appropriations Act, 2010 (DOL AA, 2010) Senior Community Services Employment Program (SCSEP). Services described in this Schedule C reflect program performance requirements (units of service) during fiscal year July 1, 2010 through June 30, 2011. This program is in effect July 1, 2010 through June 30, 2011. 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. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

A. Units of Service

Title V Appropriations Act, 2010 - SCSEP

Contractor agrees to provide 7 subsidized slots (modified positions) and will provide services in accordance with the provisions identified below in E. Scope of Work.

B. Title V Definitions

DOL AA, 2010 P.L. 111-117, Division D (Appropriations Act) means the law enacted and signed into law by Congress on December 16, 2009. This Appropriations Act provides additional \$225 million in SCSEP funds to allow SCSEP contractors to immediately address unmet needs for employment and job training among low-income, older American Workers.

Title V SCSEP means a program that serves low-income persons who are 55 years of age and older and who have poor employment prospects by placing them in part-time community service assignments and by assisting them to transition to unsubsidized employment [OAA, 20 CFR Part 641.110].

Participant means an individual who is eligible for the Title V SCSEP, is enrolled, and is receiving services for up to 48 months, unless a request for a waiver is made by the Grantee and approved by the U.S. DOL [OAA Section 518(a)(3)(B), 20 CFR Part 641.140].

Participant Position means an authorized training slot whose unit cost includes administration; participant wage and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given Fiscal Year is based on an equitable distribution ratio determined by the U.S. Census and allocated by the DOL [OAA Section 506(g)(91), OAA Section 507].

Modified Positions means the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants (Employment Training Administration 5140).

Unemployed means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income [OAA Section 518 (a)(8)].

Low Income means family income not more than 125 percent of the federal poverty guidelines [OAA Section 518(a)(3)(A)].

Eligible Service Population means unemployed low-income California residents who are 55 years of age or older and who have poor employment prospects. Priority must be given to individuals who are 65 years of age and older or (a) have a disability; (b) have limited English proficiency or low literacy skills; (c) reside in a rural area; (d) are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(2); (e) have low employment prospects; (f) have failed to find employment after utilizing services provided through the One-Stop-Delivery System; or (g) are homeless or at risk for homelessness [OAA Section 518(b)(1)(2)].

Host Agency means a public agency or private non-profit 501(c)(3) organization that provides a training work site and supervision for a participant position (20 CFR 641.140).

Program Income means income earned by the contractor during the contract period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds.

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.

Community-Service Employment Training means placing participants at host agencies that have occupations which are similar to "in demand" private sector jobs. Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. There is no hour limit for a participant's community service training employment in a 12-month period [20CFR 641.140, OAA Section 518(a)(2)].

On-The-Job-Experience (OJE) Training means developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment (Older Worker Bulletin No. 04-04).

One-Stop Career Centers (OSCC) means agencies that are funded by the Workforce Investment Act (WIA) to provide universal access to employment referrals, training, and other job-seeker/employer services (20 CFR 641.140).

Core Indicators means indicators that are subject to goal-setting and corrective action [20CFR Part 641.700(a)].

Additional Indicators means indicators that are not subject to goal-setting and corrective action [20CFR Part 700(a)].

Performance Measures means core indicators and additional indicators of performance that measure the success and effectiveness of the SCSEP (20 CFR 641.710).

Entry into Unsubsidized Employment (entered employment) means participants who are employed in the first quarter after the exit quarter [20 CFR Part 710(a)(2)].

Number of Eligible Individuals Served (service level) means the total number of participants served divided by the grantee's authorized number of positions, after adjusting for minimum wage [20 CFR Part 641.710(a)(5)].

Hours (in the aggregate) of Community Service Employment Training (community service hours) means the number of hours of community service provided by SCSEP participant [20 CFR Part 641.7109(a)(1)].

Classroom Training Hours means the number of hours spent in classroom training by SCSEP participants.

Participant Program Tenure means participants can be enrolled in the program for up to 48 months. A request to extend this time may be submitted to CDA for participants that are hard to serve.

Retention In Unsubsidized Employment for Six Months (employment retention) means full or part-time paid employment in the public or private sector for six months after the starting date of placement into unsubsidized employment without the use of funds under Title V or any other Federal or State employment subsidy program [20 CFR 641.710(a)(3)].

Limited English Proficiency (LEP) means individuals who do not speak English as their primary language and who have a limited ability to read, speak, or write or understand English (20 CFR Part 641.140).

Number of Most-in-Need Individuals Served (service to-most-in need) means service to participants who meet any of the following characteristics: are age 75 or older; have a severe disability; are frail; meet the eligibility requirements related to age for, but do not receive benefits under Title II of the Social Security Act; live in an area with persistent unemployment and are individuals with severely limited employment prospects; have limited English proficiency; have low literacy skills; have a disability; reside in a rural area; are veterans; have low employment prospects; have failed to find employment after utilizing services provided under Title I of the Workforce Investment Act of 1998; are homeless or at risk for homelessness [20 CFR Part 641.710(a)(6)].

Customer Satisfaction means satisfaction of the participants, employers, and host agencies with their experience with SCSEP [20 CFR 641.710(b)(2)].

Satisfaction Survey means an instrument that gathers data concerning the satisfaction of participants, employers, and their host agencies with their experiences and the services provided [20 CFR 644.710(b)(2)].

Earnings means the “average earnings” of those participants who are employed. To calculate “earnings”, use the total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period [20CFR Part 641.710(a)(4)].

Supportive Services means services, such as transportation, child care, dependent care, housing, and needs related payments that are necessary for an individual to participate in program activities and to retain unsubsidized employment [OAA Section 518(a)(7)].

State Plan means the 4-year plan submitted to DOL describing SCSEP strategic focuses with an update not less than every 2 years.

SCSEP Performance and Results Quarterly Progress Report System (SPARQ) means the DOL system used to process and analyze SCSEP data and the system used to view, print, and save SCSEP quarterly progress reports, data quality reports, and management reports [20 CFR 641.879(e)(f)(h)].

Web Data Collection System (WDCS) means the DOL web-based data collection system used to input all SCSEP program and participant information in SPARQ [OAA Section 503(f)(3)(4)].

Mathematica (MPR) means the organization under contract to DOL to create the SCSEP SPARQ and the WDCS and who is responsible for providing on its website the SPARQ user’s guide and DOL policy guidance related to system upgrades [2- CFR 641.879(e)-(i)].

Charter Oak Group (COG) means the organization under contract to DOL to create the SCSEP WDCS handbook that provides direction on entering data into the WDCS and providing on its website DOL policy guidance, frequently asked questions, and revisions to the handbook [20 CFR 641.879(e)-(i)].

Transfer/Change Utility means the WDCS procedure used to transfer a participant into SPARQ from a CDA SCSEP to a national SCSEP contractor or vice versa [20 CFR 641.879(e)-(i)].

C. Unit Definitions

Contractor agrees to provide services in accordance with performance measures identified by the DOL. Core indicators are listed in E. Scope of Work, #2.

D. Program Requirements

Contractor agrees to provide these services in accordance with Title V of the OAA and all applicable state and local standards.

E. Scope of Work

1. The Contractor shall perform the following:

- a. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws and regulations [OAA, Public Law 109-365 – October 20 CFR Part 641 – April 2004, and 29 CFR Part 89]; WIA, Public Law (105-220), Regulations section 121(b)(1)(B)(vi), 29 U.S.C. 2841 (b)(1)(B)(vi) and 29 CFR Part 662 Subpart B §§ 662.200 through 662.280 and Parts 660-671; 20 CFR Part 641 Interim Rule; The Jobs for Veterans Act (Public Law 107-288) (2002) (38 U.S.C. 4215); the Title V SCSEP Manual as issued by the CDA and any other subsequent memos, bulletins, or similar instruction issued during the term of this Agreement by DOL;
- b. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals the opportunity to participate in the program [20 CFR 641.515(a)];
- c. List all SCSEP community service assignments with the local OSCC;
- d. Provide an orientation to participants that includes information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; and permitted and prohibited political activities [20 CFR 641.535(a)(1)];

- e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two times during a 12-month period [20 CFR 641.535(a)(2)];
- f. Provide an IEP for each participant based on an assessment. IEPs shall be developed in partnership with each participant and will reflect the needs as well as the expressed interests and desires of the participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessment. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals (20 CFR 641.140);
- g. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP [20 CFR 641.535(a)(5)(6)];
- h. Submit all requests for an OJE to the Department for approval prior to exercising the OJE with any participants (Older Worker Bulletin No. 04-04);
- i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every 12 months. Documentation records shall be maintained in a confidential manner (20 CFR 641.505);
- j. Cooperate with community, employment, and training agencies, including agencies under the WIA and provided through OSCC, to provide services to low-income older workers (20 CFR 641.200);
- k. Participate in the development of the SCSEP State Plan. Local activities must support the strategic focuses outlined in the SCSEP State Plan [20 CFR 641.315(a)];
- l. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention [20 CFR 641.535(14)(15)];
- m. As mandated partner under the WIA, the Title V SCSEP must have a signed Memorandum of Understanding (MOU) with the Local Workforce Investment Board(s) and the OSCC(s) detailing how services will be provided [WIA Sections 662.200-300];
- n. The MOU must contain the following components: (1) a description of the functions/services to be performed for One-Stop clients; (2) an explanation of how the costs of these functions/services and One-Stop operations will be funded; (3) a description of the methods to be used for referring clients among the partners, and (4) the duration of the MOU and procedures for amending it [20 CFR Part 652 et.al];

- o. Maintain an up-to-date Title V SCSEP Manual, COG Data Collection Handbook, MPR User's Guide, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures [20 CFR 641.879(e)(f)(h)];
 - p. Monitor on a monthly basis the COG and MPR websites to be informed of DCS updates and to view the "Ask the Experts" frequently asked questions [641.879(e)-(i)];
 - q. Use the program data collection and reporting system as required by the CDA [OAA Section 503(f)(3)(4);
 - r. Submit all requests for the Transfer/Change utility transaction in SPARQ to the Department for prior approval [641.879(h)]; and
 - s. Have appropriate office space to conduct private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.
2. The Contractor shall meet the annual negotiated performance measures established by the U. S. DOL, which include:

Core Indicators (20 CFR 641.700)

- a. Hours of community service employment
- b. Entry into unsubsidized employment
- c. Retention in unsubsidized employment for six months
- d. Earnings
- e. The number of eligible individuals served
- f. The number of most-in-need individuals served

Additional Indicators include: [20 CFR 641.700(c)]

- a. Employment Retention (1 year)
- b. Customer Satisfaction (Employer, Host Agency, Participant)

3. Contractor agrees to assure the following:
- a. Participants, while enrolled in the Title V SCSEP, shall receive at least the current minimum wage plus fringe benefits required by law, including compensation for federal holidays. Fringe benefits, including annual physical examinations, must be provided uniformly to all participants within a project or subproject. Participants must be paid for hours spent in orientation, training, other required activities, and time spent working in the assigned community service employment activity [OAA section 501(c)(6)(A)(i), CFR 641.535(a)(b)(i)];
 - b. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits (20 CFR 641.535);

- d. A process on how supportive services will be identified and provided to participants to ease in the transition; and
- e. A process to conduct a property inventory and plan to dispose or transfer, or return to AAS all equipment purchased during the entire operation of the contract.

- c. Contractor will comply with an average participation cap for eligible individuals of no more than 27 months in the aggregate, unless requested and approved by the DOL [OAA Section 203(b)(1)(C)];
- d. When monitoring local projects (sub-sub grantees) the Contractor will use a tool that mirrors the CDA's simplified monitoring tool [OAA Section 503(f)(1)];
- e. The Contractor will provide a written policy to AAS regarding terminations (including IEP terminations), leave of absences from the program and grievance procedures (20 CFR 641.910), (20CFR 641.580); and
- f. The Contractor is required to provide a 30-day notice for all terminations except in the case of the participant providing false information or for cause. Terminations must not discriminate against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color or disability.

4. Appeal Process

In relation to an appeal conducted as a result of a determination of ineligibility or termination for cause against a Title V SCSEP participant, the decision of AAS is final. In accordance with 20 CFR Part 641.910, no appeal shall be elevated to the DOL unless a federal law has been violated. In the event an appeal is elevated to DOL, a copy must be provided to the State. Complaints alleging discrimination on the basis of race, color, religion, sex, national origin, disability, or age may be filed with the Director, Civil Rights Center (CRC), Department of Labor, 200 Constitution Avenue, N.W., Room N4123, Washington, D.C. 20210.

5. Transition Plan

The Contractor shall submit a transition plan to AAS within 3 days of delivery of a written Notice of Termination of a program funded by Title V SCSEP. The transition plan must be approved by the County and State and shall at a minimum include the following:

- a. A process on how participants will be notified of program closure, reduction of slots, or change in service provider;
- b. A process on how confidential records of participants and database files will be relinquished to the Contractor or new service provider;
- c. A process to communicate with National SCSEP grantees to transfer current participants into other employment/training opportunities;

SCHEDULE D

PENINSULA FAMILY SERVICE

FY 2010-2011 DEPARTMENT OF LABOR APPROPRIATIONS ACT, 2010 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program: Department of Labor Appropriations Act, 2010 (DOL AA, 2010) Senior Community Service Employment Program (SCSEP). Services described in this Schedule D reflect program funding and payment methods during fiscal year July 1, 2010 through June 30, 2011. This program is in effect July 1, 2010 through June 30, 2011. 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. Funds shall be used to subsidize the fees of seniors who are unable to pay the full cost of services.

DOL AA, 2010 SCSEP funds mean the Appropriations Act, 2010 funds awarded to CDA, are intended to increase the number of participants served in SCSEP and are a one-time supplement.

I. SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM Department of Labor Appropriations Act, 2010 P.L. 111-117, Division D

AAS will pay the Contractor in consideration of SCSEP services rendered through DOL AA, 2010 SCSEP funds.

The maximum reimbursement through DOL AA, 2010 SCSCP funds during the contract period July 1, 2010 through June 30, 2011, shall not exceed SIXTY-SEVEN THOUSAND NINE HUNDRED FORTY-NINE DOLLARS (\$67,949).

Contractor agrees to the following:

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

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 State 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;

- C. County reserves the right to refuse payment to the Contractor or later disallow costs for any expenditures, as determined by the County not to be in compliance with this Agreement, unrelated or inappropriate to contract activities, or when inadequate supporting documentation is presented, or where prior approval was required but was either not requested or not granted;
- D. Contractor shall meet the following standards for its financial management systems, as stipulated in 29 CFR Section 97.20 (governmental) or 45 CFR, Section 74.21 (non-profits):
 - 1. Financial Reporting
 - 2. Accounting Records
 - 3. Internal Control
 - 4. Budgetary Control
 - 5. Allowable Costs
 - 6. Source Documentation
 - 7. Cash Management;
- E. Contractor shall return to the County immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity, upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity;
- F. Contractor may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CFR 74.22(l)], for administrative expenses. Interest earned on advanced contract funds shall be identified a non-match cash on fiscal forms;

Interest earned over the above amount shall be remitted at least quarterly to the County's Accounting Department;

- G. Nonprofit entities shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply:

- (a) The recipient receives less than \$120,000 in federal awards per year.
 - (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
 - (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources;
- H. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds;
- I. Costs of generating program income may be deducted from gross income to determine program income earned provide these costs are not charged to contract funds;
- J. Program income must be added to contract funds and matching contributions, and used for allowable costs of the program. Program income includes:
 - 1. Voluntary contributions received from a participant or responsible party as a result of services;
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
 - 3. Royalties received on patents and copyrights from contract-supported activities; and
 - 4. Proceeds from sale of items fabricated under contract agreement;
- K. Contracts that continue to receive contract funds may use unexpended program income in the subsequent contract period;
- L. Matching Contributions mean local cash and/or in-kind contributions by the Contractors, subcontractor, or other local resources that qualify as match for the contract funding.
 - 1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - 2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor;
 - 3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars; and
 - 4. On-the-Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration shall be identifiable in the Contractor's records;

- M. Contractor is not limited to eight (8) percent of the federal allocation and should be reported as project administration in the Appropriations Act budget;
- N. Contractor shall spend not less than 79 percent of the total federal allocation for Participant Wages and Fringe Benefits;
- O. Contractor is not required to budget On-the-Job (OJE) training costs separate from other costs; costs shall be tracked during the contract period in the Contractor's records;
- P. Contractor may charge expenditures associated with participant assessment, training, job development, counseling function, etc. to the Program Other category in the Appropriation Act budget;
- Q. Any matching contributions generated as a result of this contract should be reported on the CDA 35AA as Matching Contributions;
- R. Funds from this Agreement are not allowed to be used for facility construction or repair;
- S. Contractor will separately track Appropriation Act funds from the SCSEP regular contract;
- T. Contractor will submit required financial reports timely in accordance with Appropriations Act requirements;
- U Invoice(s) for June 2011 will be due by July 6, 2011 to facilitate timely payment; and
- V. Submit a closing report with supporting documentation of expenses by **July 22, 2011**.

Documentation should include the following:

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

The maximum reimbursement for contracted services between San Mateo County AAS and Family Service Agency in DOL AA, 2010 SCSEP funds is a total amount of SIXTY-SEVEN THOUSAND NINE HUNDRED FORTY-NINE DOLLARS (\$67,949) for the contract period July 1, 2010 through June 30, 2011.

CARS (CA-GetCare) File Specifications

Last Revised: 3/1/2010

Attachment F

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

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

The first submission will contain Q1 data.

The second submission will contain Q1 and Q2 data.

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

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

Note: This cumulative submission process will allow you to correct previously submitted data without adjusting old files. For example, if you realize that your first submission omitted 10 home delivered meals, simply include these Ten Day Approval Rule: Once an Area Agency on Aging receives notification that their submission has "passed," they will have 10 working days to review and approve a summary of their data in the CARS system. If a AAA does not approve their submission within 10 working days, CDA will have the option to view these data. Note: If you realize that you uploaded incomplete and/or incorrect data that does not match the information in your local software, please make any necessary corrections to your files and resubmit them within 10 working days from the original submission. If you know that the data uploaded do not reflect actual service and/or client counts (for example, due to a contracted provider not collecting one or more required data elements) but does accurately reflect all available information, "approve" your data as usual but note this discrepancy in the "comments" box.

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

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

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

Key:

R = Required
RegSrvs = Registered NAFIS Services
FCSP = Family Caregiver Support Program
SUM = Summary Data per NAFIS, no ADL/ADLs

CARS (CA-GetCare) File Specifications

Last Revised: 3/11/2010

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

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Enrollment File				
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format	Comments
Participant ID	Required by System	R-RegSvsFCSP	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-RegSvsFCSP	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-RegSvsFCSP	INTEGER	Unique identifier for each service rendered 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-RegSvsFCSP	YYYY-MM-DD	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-RegSvsFCSP	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-RegSvsFCSP	YYYY-MM-DD	The date on which one 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-RegSvsFCSP	INTEGER	Refer to Lookup Tables Sheet Col W,X

* REFER TO LOOKUP TABLE 1

Key:

R = Required

RegSvs = Registered NAPIS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPIS, no ADL/ADLs

NOTE:

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

CARS (CA-GetCare) File Specifications

Last Revised: 3/11/2010

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

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. **Notes:** If you realize that you uploaded incomplete and/or incorrect data that does not match the information in your local software, please make any necessary corrections to your files and resubmit them within 10 working days from the original submission. If you know that the data uploaded do not reflect actual service and/or client counts (for example, due to a contracted provider not collecting one or more required data elements) but does accurately reflect all available information, "approve" your data as usual but note this discrepancy in the "comments" box.

Service Units File				Comments
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format	
Participant ID	Required by System	R-RegSnsFCSP	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-RegSnsFCSP	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-RegSnsFCSP	INTEGER	Service ID assigned to each service 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-RegSnsFCSP	INTEGER, 1-12	Month for which the service units are recorded
Reporting year	Required by System	R-RegSnsFCSP	INTEGER, YYYY	Year for which the service units are recorded
Unit name*	Required by System	R-RegSnsFCSP	TEXT	Specify unit or service from lookup table for report runs as whole numbers only.
Quantity	Required by System	R-RegSnsFCSP	INTEGER	* Your units of service submitted by participant in the monetary unit indicated. When reporting services for Non-Registered services you may also manually enter aggregate units directly in CARS.

*REFER TO LOOKUP TABLE 1

Key:

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

CARS (CA-GetCare) File Specifications

Last Revised: 3/11/2010

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

Service-Provider File				
Provider name	Required by System	R-RegSnsFCSP	TEXT	Name of the provider offering the Title II-funded service in which the participant is enrolled in the fiscal year (e.g., Meals on Wheels)
Provider ID	Required by System	R-RegSnsFCSP	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-RegSnsFCSP	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-RegSnsFCSP	INTEGER	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-RegSnsFCSP	INTEGER	Refer to Lookup Tables Sheet Col Y, Z
Minority Provider	Required by system	R-RegSnsFCSP	INTEGER	Refer to Lookup Tables Sheet Col Q, R
Is AAA the Provider?	Required by system	R-RegSnsFCSP	INTEGER	Refer to Lookup Tables Sheet Col Q, R

*REFER TO LOOKUP TABLE 1

Key:

R = Required

RegSns = Registered NAPIS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPIS, no ADL/IADLs

CARS (CA-GetCare) File Specifications

Last Revised: 3/11/2010

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

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

Caregiver Relationship File				
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 for assignment of your agency or the state agency service for which the units belong. This ID corresponds to a service ID in the Service Provider File. There is no Service ID requirement for the CARE RECEIVER.

*REFER TO LOOKUP TABLE 1

Key:

R = Required

RegSvcs = Registered NAPIS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPIS, no ADJADLs

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

Definitions

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

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor 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.
- g. If Contractor has protected health information in a designated record set, Contractor 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.
- h. Contractor 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 Contractor on behalf of, County available to the County or to 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.
- i. Contractor 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.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, 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.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor 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 Contractor 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 Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

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

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor 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, Contractor 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 Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the 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 Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

(rev. 8/08)

ATTACHMENT I

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

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

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

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

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

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

Date

***Exception: DHHS regulations state that:**

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

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

I. CONTRACTOR INFORMATION

Contractor Name:		Phone:	
Contact Person:		Fax:	
Address:			

II. EQUAL BENEFITS (check one or more boxes)

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

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

III. NON-DISCRIMINATION (check appropriate box)

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

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

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

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

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

Signature

Name

Date

Title