

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

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

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Adult Day Care Program, Alzheimer's Day Care Services Program, Meals on Wheels and Supplemental Meals on Wheels Programs, and Transportation Program services.

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

**1. Exhibits and Attachments**

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

Schedule A—FY 2010-2011 Description of Services  
Schedule B—FY 2010-2011 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 FIVE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED TWELVE DOLLARS (\$573,212).

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

The Contractor will submit invoices and monthly program reports to Aging and Adult Services (AAS) by the tenth (10<sup>th</sup>) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the AAS approved reporting procedures. 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. Force Majeure**

Each party shall incur no liability to the other party with respect to, and shall not be responsible for any failure to perform, any of its obligations hereunder if such failure is caused by any reason beyond the control of such party including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, or failure or disruption of utility services. The performance of any covenant, agreement, work, service, or other act shall be excused for the period of delay and the period for the performance of the same shall be extended by such period.

**10. 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.

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

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.

## **12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.



**17. 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.

**18. 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.

**19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

### **23. 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.

### **24. 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.

**25. 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 37<sup>th</sup> Avenue  
San Mateo, CA 94403

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, 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.

## **26. 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.

## **27. 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.

## **28. 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 37<sup>th</sup> Avenue  
San Mateo, CA 94403

In the case of Contractor, to:  
Barbara Kalt, Interim Executive Director  
Peninsula Volunteers, Incorporated  
800 Middle Avenue  
Menlo Park, CA 94025  
Phone (650) 326-2025  
FAX (650) 326-9547

**29. 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.

**30. Grievance Procedure**

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

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

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

**31. Provision of Services**

- A. Contractor shall take reasonable steps to ensure that "alternative communication services" are available to non-English speaking or Limited English Proficiency beneficiaries of services under this Agreement. (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)

## **32. 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.

### **33. Security Incident Reporting**

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

### **34. Notification of Security Breach to Data Subjects**

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

### **35. Software Maintenance**

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

### **36. 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)

**37. Emergency Preparedness**

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

**38. 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.

**39. 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.

**40. 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 VOLUNTEERS, INCORPORATED

\_\_\_\_\_  
Contractor's Signature

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

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

## SCHEDULE A

### PENINSULA VOLUNTEERS, INCORPORATED

#### FY 2010-2011 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program(s): an Adult Day Care Program, an Alzheimer's Day Care Services Program, the Meals on Wheels and Supplemental Meals on Wheels Programs, and a Transportation Program. 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. ADULT DAY CARE PROGRAM**

##### **A. Units of Service**

Contractor agrees to 10,623 days of attendance.

##### **B. Unit Definitions**

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

**Unit of Service: One hour (four-hour minimum)**

##### **C. Program Requirements**

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

**Title IIIB (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day 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. Maintain a current State of California ADC or ADHC license (Welfare and Institutions Code 9542(e) and conform to State regulations;
2. Make arrangements for transporting clients to and from the site through the use of an agency owned and operated vehicle or by arrangement with another agency or through other means;
3. Offer a daily nutrition program;
4. Prepare an individual assessment with a care plan for clients and offer appropriate therapeutic programs based on licensing guidelines and social activities as well as other supportive services for clients and their caregivers;
5. Serve any person 60 years of age or older who requires supervised social, recreational, or therapeutic services and/or caregiver respite. Providers may serve individuals under 60 years of age who need services if space is available and the full cost of the program is covered by the agency and/or participant; and
6. Maintain minimum staffing ratios per license requirement and place qualified staff in key, client-related positions. Use of volunteers is encouraged to augment, not replace program staffing.

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)].

## II. ALZHEIMER'S DAY CARE SERVICES PROGRAM

### A. Units of Service

Contractor agrees to provide 2,500 days of attendance.

### B. Unit Definitions

**Alzheimer's Day Care Services** means a day of attendance (four-hours minimum) at a licensed Adult Day Care (ADC) or Adult Day Health Care (ADHC) Center that provides Alzheimer's or dementia services.

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

**Community Education:** Presentations will be conducted alone or jointly with other community providers to provide needed information to professionals and service providers in the community.

**Day of Attendance:** To provide an environment designed to accommodate participants experiencing moderate to severe stages of Alzheimer's Disease. Program to include dementia specific services and a noon meal.

**In-Service Staff Training:** Conduct training sessions for staff and volunteers that emphasize understanding dementia.

**Support Group Sessions:** Sessions conducted for caregivers through caregiver support groups and other caregiver activities no fewer than 40 times per year by staff associated with the Alzheimer's Day Care Services program or by arrangement with other support group providers in the local community.

### 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 Department 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.

Peninsula Volunteers, Incorporated – Schedule A

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

Contractor agrees to the following guidelines:

1. Maintain a current State of California ADC or ADHC license (W&I 9542(e) and conform to State regulations;
2. Provide services to meet the special care needs of participants with dementia, concentrating on participants in the moderate to severe ranges of disability due to dementia. Provide respite relief, counseling, and referral to other services for families and caregivers. The Alzheimer's Day Care Services program must conduct dementia appropriate, specifically designed activities related to social, cognitive and physical functioning as well as activities of daily living that maintain the dignity of each individual and use available skills and knowledge;
3. Provide physical facilities that include safeguards to protect the participants' safety. The Alzheimer's Day Care Services program must have a written plan for emergency preparedness including evacuation in the event of fire, earthquake, or other potentially life threatening disaster;
4. Provide a minimum staffing ratio of one paid staff to five participants; optimally a staffing ratio of one staff to three participants, including volunteer staff, is recommended. Alzheimer's programs should provide adequate and appropriate staffing to meet the nursing, psychosocial, and recreational needs of participants;
5. Develop an individual written plan of care for each participant based upon functional capacity and services needed and available within the context of the day care program and its resources. Care planning should include multidisciplinary input;
6. Provide or arrange for a nutritious noon meal for participants that provides one-third of the Recommended Dietary Intake for older persons. Morning and afternoon snacks should also be available;
7. Provide directly or arrange for transportation so that clients can get to the Alzheimer's Day Care Services program site. If site provides transportation directly, all laws and regulations pertaining to vehicle maintenance, the qualification of drivers, and insurance shall be followed to assure safety;
8. Conduct community outreach activities and provide Alzheimer's Disease educational and informational materials to the community;

9. Ensure that changes in licensing status are reported to the AAS within 10 days of the change;
10. Provide volunteers with orientation and training sessions, as appropriate. Volunteers providing direct care shall be included in staff meetings, in-service training and follow-up training sessions. Volunteers may be of great assistance and support to Alzheimer's Program site participants in providing program support based on the volunteer's skills, interest and program needs; and
11. Conduct pre-award and physical plant, safety inspections, and relocation visits.

Contractor assures that for programs funded by Title IIIB:

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. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS**

#### **A. Units of Service**

Contractor agrees to provide 56,668 home-delivered meals, four nutrition education presentations, and nutritional counseling by request and/or as determined by a registered dietitian or nutritionist. Contractor agrees to provide 5,700 supplemental home-delivered meals, a County sponsored, non-OAA program.

B. Unit Definition

**A meal** provided to an eligible individual in his or her place of residence that meets all of the requirements of the OAA and State/Local laws, assures a minimum one-third of the current DRI, and complies with dietary guidelines for Americans.

**Unit of Service: One meal**

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

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

**Nutrition Education** is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. 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, 45 CFR XIII, 1321; Title 22, CCR, Section 7000 et seq., and Department Program Memoranda.

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

**Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area compared to the total number of meals served in the State in the 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, OSHA requirements, current CRFC and San Mateo County Health System policies and procedures as set forth in MOW Policy (rev 11/96);
2. Operate the program five days of service each week, Monday through Friday. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS. Weekend and extra meal service shall be provided in accordance with MOW Policy;
3. Provide nutrition counseling for clients of MOW and SMOW who require the service, who are referred by physician's order for special diets, and who are determined by the Nutritional Screening Initiative to be at risk;
4. Prioritize services if a short-term waiting list needs to be established. Priorities for services shall be determined based on the following descending order:
  - a. First Priority - Acute Care: A person newly released from hospital with no caregiver;
  - b. Second Priority - Limited Caregiver Assistance: A person with acute or chronic medical conditions or physical disability and with less than adequate caregiver support;
  - c. Third Priority - Other: All other homebound, frail older adults and adults with disabilities;
5. To be responsible for ensuring initial and on-going eligibility for weekend meals. The following conditions should be met before a client receives weekend meals:
  - a. The client must want the meal and be capable of storing, reheating and/or otherwise handling the meal;
  - b. The client must live alone or with a spouse who is also eligible; and/or
  - c. The client must be socially or geographically isolated during the weekend, (e.g., the meals must not duplicate support from others);
6. 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 10<sup>th</sup> of each month and:

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- a. Be planned for a minimum of four (4) weeks;
  - b. Be posted in a location easily seen by participants at each congregate meal site;
  - c. Be legible and easy to read in the language of the majority of the participants; and
  - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate;
7. Ensure participants receive written instructions in the language of the majority of the participants for handling and reheating of the meals;
8. Participate in Site Manager's / MOW Coalition meetings; and
9. Report service units and request reimbursement as two separate programs.

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 MOW clients (over 60 years of age) 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)].

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

1. Be an adult between the ages of 18 – 59 with a disability;
2. Be homebound because of incapacitating disability and/or illness;
3. Lack needed caregiver assistance from family or other resources that can aid in the provision of meals;
4. Be able to live at home if meals are provided, but unable to prepare or obtain nutritious meals;

5. Be assessed with a nutritional risk rating of 6+ (per the California Department of Aging definition); and
6. Participants will be required to pay for a portion of each meal.

#### IV. TRANSPORTATION PROGRAM

##### A. Units of Service

Contractor agrees to provide 13,000 trips.

##### B. Unit Definition

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

**Unit of service: One one-way trip**

##### C. Program Requirements

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

**Title IIIB (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day 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].

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

Contractor agrees to:

1. Coordinate services with all other relevant transit providers, especially paratransit services available from Redi-Wheels and Redi-Coast;
2. Provide transportation for clients of senior centers or adult day programs as the established priority. Agencies should provide additional shopping assistance or medical trip services only if there is a defined need and only if resources permit;

Peninsula Volunteers, Incorporated – Schedule A

3. Maintain written emergency and accident policies and be responsible for ensuring that all transportation staff are trained in these procedures. In addition, the agency will be responsible for ensuring that drivers participate in annual driver education that will include sensitivity training related to transporting seniors and adults with disabilities;
4. Identifying contingency plans for providing back-up coverage when a vehicle is inoperable or when the driver is ill or on vacation, if the agency operates its own vehicle;
5. Inform paratransit riders by written notice of the suggested contribution. Contributions will be collected and included as part of the Transportation budget. All contributions are to be voluntary, anonymous, and must be used to provide expanded transportation services. If the vehicle is provider-owned, a sign will be posted in the vehicle indicating the suggested contribution. Otherwise, written notice of suggested contribution must be posted in program service areas; and
6. Provide verification of vehicle inspection by the California Highway Patrol, if provider operates own vehicle.

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)].



## **SCHEDULE B**

### **PENINSULA VOLUNTEERS, INCORPORATED**

#### **FY 2010-2011 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) program(s): an Adult Day Care Program, an Alzheimer's Day Care Services Program, the Meals on Wheels and Supplemental Meals on Wheels Programs, and a Transportation Program. 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. ADULT DAY CARE PROGRAM**

AAS will pay Contractor in consideration of Adult Day Care Program services rendered \$53,115 in OAA funding.

The maximum reimbursement for the Adult Day Care Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed FIFTY-THREE THOUSAND ONE HUNDRED FIFTEEN DOLLARS (\$53,115).

#### **II. ALZHEIMER'S DAY CARE SERVICES PROGRAM**

AAS will pay Contractor in consideration of Alzheimer's Day Care Services Program services rendered \$46,250 in OAA funding.

The maximum reimbursement for the Alzheimer's Day Care Services Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed FORTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$46,250).

#### **III. a. MEALS ON WHEELS PROGRAM**

AAS will pay Contractor in consideration of Meals on Wheels (MOW) Program services rendered \$300,675 in OAA funds and \$39,333 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food.

The maximum reimbursement for MOW Program services in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THREE HUNDRED FORTY THOUSAND EIGHT DOLLARS (\$340,008).

### III. b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$34,200 in MOW Trust funds.

The maximum reimbursement for SMOW Program services in MOW Trust funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THIRTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$34,200).

### IV. TRANSPORTATION PROGRAM

AAS will pay Contractor in consideration of Transportation Program services rendered \$35,750 in OAA funding.

The maximum reimbursement for the Transportation Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$35,750).

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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;

Peninsula Volunteers, Incorporated – Schedule B

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 (10<sup>th</sup>) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. 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 Peninsula Volunteers, Incorporated is \$509,323 in OAA funds and \$63,889 in County General Funds for general program support for a total amount of FIVE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED TWELVE DOLLARS (\$573,212) for the contract term July 1, 2010 through June 30, 2011.

# CARS (CA-GetCare) File Specifications

Last Revised: 3/11/2010

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-RegSvsFCSP **	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-RegSvsFCSP **	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-RegSvsFCSP **	##### or #####-####
Home Phone Number	Required by System	Optional **	#####-####-####
Other Phone Number	Required by System	Optional **	#####-####-####
Rural Designation***	Required by System	R-RegSvsFCSP **	INTEGER
Gender***	Required by System	R-RegSvsFCSP **	INTEGER
Ethnicity***	Required by System	R-RegSvsFCSP **	INTEGER
Poverty Status***	Required by System	R-RegSvsFCSP **	INTEGER
Living Arrangement***	Required by System	R-RegSvsFCSP **	INTEGER
Employment Status***	Required by System	R-RegSvsFCSP **	INTEGER
Relationship Status***	Required by System	R-RegSvsFCSP **	INTEGER
ADL: Eating***	Required by System	R-RegSvsFCSP **	INTEGER
ADL: Bathing***	Required by System	R-RegSvsFCSP **	INTEGER
ADL: Toileting***	Required by System	R-RegSvsFCSP **	INTEGER
ADL: Transferring in/out of bed/chair***	Required by System	R-RegSvsFCSP **	INTEGER
ADL: Walking***	Required by System	R-RegSvsFCSP **	INTEGER
ADL: Dressing***	Required by System	R-RegSvsFCSP **	INTEGER
ADL: Grooming***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Meal Preparation***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Shopping***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Medication Management***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Money Management***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Using Telephone***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Heavy Household***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Light Household***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Transportation***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Star Climbing***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Mobility Indoors***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Mobility Outdoors***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Laundry***	Required by System	R-RegSvsFCSP **	INTEGER
IADL: Nutritional Risk***	Required by System	R-RegSvsFCSP **	INTEGER
Person at Nutritional Risk***	Required by System	R-RegSvsFCSP **	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/IADL 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  
RegSvs = Registered NAPS Services  
FCSP = Family Caregiver Support Program  
SUM = Summary Data per NAPS, 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.

Enrollment File			
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format
Participant ID	Required by System	R-RegSnsFCSP	INTEGER
Provider ID	Required by System	R-RegSnsFCSP	INTEGER
Service ID	Required by System	R-RegSnsFCSP	INTEGER
First ever service date	Required by System	R-RegSnsFCSP	YYYY-MM-DD
First service current fiscal year	Required by System	R-RegSnsFCSP	YYYY-MM-DD
End service date/Deactivation date (if available)	Required by System	R-RegSnsFCSP	YYYY-MM-DD
Reason for deactivation*	Required by System	R-RegSnsFCSP	INTEGER
* REFER TO LOOKUP TABLE 1			

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.

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).

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

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.

The first service date for the participant in the current fiscal year for the specific service.

The calendar year in which the participant stopped receiving a service from a provider in the current fiscal year. This is valid only for those participants that did not receive services throughout the entire fiscal year.

Refer to Lookup Tables Sheet Col W-X

**NOTE:**

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

**Key:**  
R = Required  
RegSns = Registered NAPIS Services  
FCSP = Family Caregiver Support Program  
SUM = Summary Data per NAPIS, no ADJADI



# CARS (CA-GetCare) File Specifications

Last Revised: 3/11/2010

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

The first submission will contain Q1 data.

The second submission will contain Q1 and Q2 data.

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

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

Note: This cumulative submission process will allow you to correct previously submitted data without adjusting old files. For example, if you realize that your first submission omitted 10 home delivered meals, simply include these in your second submission. 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 Units File			
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format
Participant ID	Required by System	R-RegSrvsFCSP	INTEGER
Provider ID	Required by System	R-RegSrvsFCSP	INTEGER
Service ID	Required by System	R-RegSrvsFCSP	INTEGER
Reporting Month (reported quarterly, but by individual month)	Required by System	R-RegSrvsFCSP	INTEGER, 1-12
Reporting year	Required by System	R-RegSrvsFCSP	INTEGER, YYYY
Unit name*	Required by System	R-RegSrvsFCSP	TEXT
Quantity	Required by System	R-RegSrvsFCSP	INTEGER
*REFER TO LOOKUP TABLE 1			
<p>Unique identifier for each participant assigned by your system. This should correspond to the Internal Participant ID from the Client file. If ID is missing, record will be discarded by system, with the exception of Non-Registered services. A NULL (i.e. blank) value is acceptable in this field when entering service units for non-registered services.</p> <p>Unique identifier (as assigned by your system) of the provider for which the units belong. This ID corresponds to the provider ID in the Service Provider File, Enrollment File, and Caregiver Relationship File (if reporting units for a caregiver).</p> <p>Unique identifier for each service unit assigned by your provider recognized by your system in which the participant is enrolled in the fiscal year. This ID corresponds to the Service ID in the Service Provider File, Enrollment File, and Caregiver Relationship File (assigned to a CAREGIVER service).</p> <p>Month for which the service units are recorded</p> <p>Year for which the service units are recorded</p> <p>Report unit or service from lookup table for report months as whole numbers only.</p> <p>Name of service unit or participant in the monthly year</p> <p>Indicated. When reporting services for Non-Registered services you may also manually enter aggregate units directly in CARS.</p>			

Key:

R = Required

RegSrvs = Registered NAPIS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPIS, no ADL/IADLs

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Last Revised: 3/11/2010

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

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**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 III-funded service in which the participant is enrolled in the fiscal year (e.g. Meals on Wheels) Unique identifier (as assigned by your system) of the provider for which the units belong. This ID corresponds to the provider ID in the Enrollment File, Service Units File and Caregiver Relationship File (if reporting a caregiver).
Provider ID	Required by System	R-RegSnsFCSP	INTEGER	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 name	Required by System	R-RegSnsFCSP	TEXT	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).
Service ID	Required by System	R-RegSnsFCSP	INTEGER	Refer to Lookup Tables Sheet Col Y, Z
Program Type ID*	Required by System	R-RegSnsFCSP	INTEGER	Refer to Lookup Tables Sheet Col Q, R
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:  
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RegSns = Registered NAPIS Services  
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SUM = Summary Data per NAPIS, no ADL/ADLs

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The fourth (and final) submission 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

**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	Service ID 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

RegSrvs = Registered NAPIS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPIS, no ADL/IADLs

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

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations 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."