

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SELF HELP FOR THE ELDERLY**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and SELF HELP FOR THE ELDERLY, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Case Management Program, Congregate Nutrition Program, Health Insurance Counseling and Advocacy Program, and Meals on Wheels and Supplemental Meals on Wheels Programs services.

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

1. Exhibits and Attachments

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

Schedule A—FY 2010-2011 Description of Services
Schedule B—FY 2010-2011 Fiscal Summary
Schedule C—FY 2010-2011 Medicare Improvements for Patients and Providers
Act – Description Of Services
Schedule D—FY 2010-2011 Medicare Improvements for Patients and Providers
Act – 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 FOUR HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED THIRTY-SEVEN DOLLARS (\$421,637).

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

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

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010 through June 30, 2011.

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

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

5. Transition Plan

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

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

6. Availability of Funds

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

7. Relationship of Parties

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

8. Hold Harmless

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

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

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

9. Controlling Law and Venue

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

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

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

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

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

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

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

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

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

11. Non-Discrimination and Other Requirements

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

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

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

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

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

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

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

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

F. General non-discrimination

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

G. Equal employment opportunity

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

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

I. Violation of Non-discrimination provisions

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

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

J. **Compliance with Equal Benefits Ordinance**

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

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

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

12. Compliance with Contractor Employee Jury Service Ordinance.

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

13. Merger Clause

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

14. Conflict of Interest

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

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

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

15. Debarment, Suspension, and Other Responsibility Matters

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

16. Contractor's Staff

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

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

17. Corporate Status

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

18. Lobbying Certification

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

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

19. Commencement of Work

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

20. Records

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

21. Property

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

1. Property includes land, building, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.
- B. Property meeting all the following criteria are subject to the capitalization requirements. Such property must:
1. Have a normal useful life of at least one year;
 2. Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and
 3. Be used to conduct business under this Agreement.
- C. Noncapitalized property are those items which do not meet all three requirements in Section B above.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs, gutters, tunnels, parking lots, streets, sidewalks, drainage, and lighting systems.
- E. Intangibles are property that lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

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

- F. The Contractor shall record the following information when property is acquired:
1. Date acquired;
 2. Property description (include model number);
 3. Property identification number (serial number);
 4. Cost or other basis of valuation;
 5. Fund source; and
 6. Rate of depreciation (or depreciation schedule), if applicable.

The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall maintain and submit to the County, annually with the closeout, a current inventory of property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32, revised 2/07) to report property to the County.

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

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

22. Access

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

23. Monitoring, Assessment, and Evaluation

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

24. Audit

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

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

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

The Contractor shall ensure that state-funded expenditures are displayed discretely along with the related federal expenditures in the single-audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

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

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

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

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

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

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

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

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

Contract resolution includes:

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

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

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

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

25. Insurance

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

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

Such insurance shall include:

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

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

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

26. Dissolution of Entity

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

27. Notices

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

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

In the case of Contractor, to:
Anni Chung, President and CEO
Self Help for the Elderly
407 Sansome St., Ste. 300
San Francisco, CA 94111-3123
Phone (415) 677-7555
FAX (415) 296-0313

28. Assignability and Subcontracting

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

29. Grievance Procedure

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

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

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

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

30. Provision of Services

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

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

31. Information Integrity and Security

A. Information Assets

Information assets include (but are not limited to):

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

B. Encryption on Portable Computing Devices

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

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than the County without prior written authorization from the County. The Contractor may be authorized, in writing, by a participant

to disclose identifying information specific to the authorizing participant.

6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

32. Security Incident Reporting

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

33. Notification of Security Breach to Data Subjects

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

34. Software Maintenance

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

35. Compliance with Use of Disposable Food Service Ware Ordinance

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

36. Emergency Preparedness

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

37. Focal Point

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

38. Program Changes

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

39. New Beginning Coalition

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

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

COUNTY OF SAN MATEO

By: _____
President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SELF HELP FOR THE ELDERLY

Contractor's Signature

Date: _____

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

SCHEDULE A

SELF HELP FOR THE ELDERLY

FY 2010-2011 DESCRIPTION OF SERVICES

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

Program Performance Measurement:

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

I. CASE MANAGEMENT PROGRAM

A. Units of Service

Contractor agrees to provide 435 hours case management services.

B. Unit Definitions

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

Unit of Service: One hour

C. Program Requirements

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

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

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

Contractor agrees to:

1. Employ at least a quarter-time social worker who shall function as a liaison between AAS and Contractor;
2. Provide ongoing supervision to the social worker;
3. Assure that the Chinese-speaking community is aware of the availability of social work services for at-risk older adults and encourage the use of those services;
4. Provide local access to TIES line services;
5. Have social worker attend the Chinese-speaking Case Managers Group;
6. Provide short-term case management services for at-risk older adults that are consistent with the AAS Response Criteria;
7. Coordinate and consult with AAS on cases, as needed;
8. Refer all cases of suspected elder and dependent adult abuse to AAS;
9. Refer all appropriate individuals who have received either general or comprehensive assessments to the County's Centralized Intake Unit or TIES, when it appears these individuals are in need of direct County services (e.g., In-Home Supportive Services, conservatorship);

10. Provide back-up coverage when the social worker is on vacation, on sick leave, or out of the office during normal business hours. Back-up person shall have access to and be able to present information from client files to Adult Protective Services, Police, Fire, and other appropriate professionals;
11. Provide translation assistance for elder abuse cases involving Chinese-speaking clients referred to AAS; and
12. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA as specified in subsection (i), (ii), and (iii), of the United States Code 42 Section 3026 (a)(8)(C).

Contractor assures that:

1. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;
4. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service;
5. Donation letters may not resemble a bill or a statement [OAA §315(b)]; and
6. Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)].

AAS shall:

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

II. CONGREGATE NUTRITION PROGRAM

A. Units of Service

Contractor agrees to provide 12,400 senior congregate meals and four nutrition education presentations.

B. Unit Definitions

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

Unit of Service: One meal

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

Unit of Service: One session per participant

C. Program Requirements

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

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

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

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

Contractor agrees to:

1. Conform to the appropriate federal, state and local requirements, especially the standards and practices identified in CCR, Title 22, CDA Title III Program Manual, Occupational Safety and Health Administration (OSHA) requirements, current California Retail Food Code (CRFC) and San Mateo County Health System policies and procedures;
2. Enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s);
3. Operate five days per week throughout the Community Service Area (CSA), but not necessarily five days per week at each site. An agency may operate at a lesser frequency in a service area where five days per week is not feasible and a lesser frequency is approved in advance by AAS;
4. Notify AAS and receive approval of any plan, at least 30 days in advance of implementation, for change in the congregate meals service resulting from the relocation or closing of a kitchen, a route change or termination, reducing the number of service days and hours of operation, change in director or meal service caterer, suggested contribution amount, etc;
5. Providers of Title IIIC programs shall annually assess the client's nutrition risk using a valid nutrition screening tool [OAA §339(2)(J)][OAA §207(a)(3)];
6. Protect participants from potential food safety issues, by discouraging any practice of participants bringing home-cooked food to share with other participants during the congregate meal service;
7. Inform clients that the Congregate Nutrition Program is partially funded by the OAA by posting signs near the contribution container at each congregate meal site indicating such. Signs will also state the suggested contribution level for eligible clients, the established fee for employees, non-congregate program volunteers, as well as any guest under 60 years of age, and that services will not be denied if a contribution is not made.

- a. All contributions are to be anonymous and voluntary;
 - b. Volunteers providing services during the meal hours are not required to pay the established fee;
 - c. Contributions from eligible clients (project income) are to be used to expand or support the meal service;
 - d. Guest, non-congregate program volunteer, and employee fees are to be collected and maintained separately from contributions from eligible clients;
 - e. Donation letters may not resemble a bill or a statement [OAA §315(b)]; and
 - f. Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)].
8. Promote the Congregate Nutrition Program as **non fee-based**, avoiding references to "free or discounted meals" (e.g., free birthday lunch specials, offers associated with coupons, club membership discounts, etc);
 9. Utilize appropriate verbiage in written materials (such as newsletters, menus, newspapers, websites, flyers, publications, etc.) by avoiding the use of language that implies a price or fee for the meal. If there is reference to a dollar amount for a meal, the words "suggested donation" or "suggested contribution" must be included. AAS reserves the right to disallow payment for the meal if Contractor is out of compliance;
 10. A yearly written plan for a minimum of four quarterly staff/volunteer training sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider.
 - The program's registered dietitian or the AAS registered dietitian must approve the training curriculum;
 - Training topics must include at a minimum: Food safety, prevention of food-borne illness, Hazard Analysis and Critical Control Points (HACCP) principles, Accident Prevention, Fire safety, first aid, choking, Emergency procedures, and earthquake preparedness;
 - Three of the training sessions must include food safety and sanitation principles;
 - The training plan shall identify who is to be trained, who will conduct the training, content of training and when it is scheduled; and
 - Documentation of training must include attendees' evaluations and attendance records;
 11. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors,

and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "Illnesses" or (b) lesions/wounds;

12. Submit menus the month prior to the meal service for approval by the AAS registered dietitian. The menus are to be submitted with Contractor's MIS and invoice documents by the 10th of each month. All menus must comply with the following:
 - a. Be planned for a minimum of four (4) weeks;
 - b. Be posted in a location easily seen by participants at each congregate meal site;
 - c. Be legible and easy to read in the language of the majority of the participants; and
 - d. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate; and
13. Comply with CRFC requirements related to the use of trans fat:
 - a. Every food facility should have the label for any food/food additive they are using or storing in any way if it includes any fat, oil, or shortening;
 - b. Beginning January 1, 2010, no oil, shortening or margarine containing artificial trans fats may be used by a food facility unless used for deep frying yeast dough or cake batter;
 - c. Beginning January 1, 2011, no food containing artificial trans fat even in yeast dough or cake batter may be used/stored/distributed by a food facility;
 - d. Subdivision c. (above) shall not apply to food sold/served in a manufacturer's original, sealed package; and
 - e. A food contains artificial trans fat if it contains vegetable shortening, margarine or any partially hydrogenated vegetable oil unless trans fat content is less than .5 grams per serving
CRFC 114377;12.6(a)(b1)(b2)(c)(d).

Contractor assures that:

1. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
2. Services shall not be denied to any Title III or Title VII client that does not contribute toward the cost of the services received;
3. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive;

4. Donation letters sent to clients for Title III and Title VII services shall stipulate that contributions are voluntary and not required to receive service;
5. Donation letters may not resemble a bill or a statement [OAA §315(b)]; and
6. Individual client's donations shall not be tracked by accounts receivable [OAA §315(b)(4)(C)].

III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

A. Units of Service

Contractor agrees to provide a minimum of the following **Primary HICAP Units of Service**:

Estimated Number of Clients Counseled (Closed Intakes): 1,032

Estimated Number of Public and Media Events: 61

Contractor also agrees to comply with the seven (7) **Federal Performance Measures – Benchmarks** as follows:

Estimated Number of Contacts: 8,820

Estimated Number of Persons Reached at Public and Media Events: 6,777

Estimated Number of Beneficiaries with Medicare Due to Disability

Contacts: 249

Estimated Number of Contacts with Low Income Beneficiaries: 324

Estimated Number of Enrollment and Assistance Contacts: 2,622

Estimated Number of Part D Enrollment and Assistance Contacts: 288

Estimated Number of FTE's in PSA: 1.14

B. Unit Definitions

Health Insurance Counseling and Advocacy Program (HICAP) is defined in State law, Welfare and Institutions Code (W&I), Section 9541.

State Health Insurance Assistance Program (SHIP) is defined by the Centers for Medicare and Medicaid Services (CMS). This term may be used interchangeably with **HICAP**.

Eligible Service Population for services other than HICAP Legal Services means (a) Medicare Beneficiaries, including Medicare Beneficiaries by virtue of a disability; and those persons imminent of Medicare eligibility [W&I 9541 (a) and (c)(2)]; and (b) the public at large for HICAP community education services [W&I 9541, (c)(1),(4),(5), and (6)].

Eligible Service Population for HICAP Legal Services means (a) Medicare beneficiaries, including Medicare Beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [W&I Code, Section 9541 (a) and (c)(2)]; and (b) the public at large for HICAP community education services [W&I Code section 9541, (c)(1),(4),(5), and (6)].

Community Education: Provide interactive community education to the public on Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health care coverage plans.

Unit of Service: One interactive presentation

Counseling and Informal Advocacy: Provide direct counseling and informal advocacy with respect to Medicare, long-term care planning, private health and long-term care insurance, managed care, and related health coverage plans.

Unit of Service: One hour

Performance Measure: A quantitative or qualitative measure to help assess program towards an outcome or a goal.

Performance Target: A quantifiable goal to reach for performance improvement. For example, a target could be set at a certain percentage above the nationwide or cluster median, or within a certain quartile.

C. Program Requirements

1. Ensure statutory provisions of the HICAP (W&I Code, Section 9541) are met and services provided in accordance with all applicable laws, regulations, and the HICAP Program Manual as issued by the CDA and in any other subsequent program memos, provider bulletins or similar instructions issued during the term of this Agreement;
2. Maintain, and if applicable, distribute an up-to-date HICAP Program Manual and related CDA requirements so that all HICAP Counselors and responsible persons have ready access to standards, policies, and procedures. Additionally, all Counselors shall be provided the latest HICAP Counselor Handbook. [W&I 9100 (c) & (d); Section 9541 (b)(1) & (2)];
3. Provide timely notice to AAS of any changes to the program or changes in the status of the Contractor that could restrict the operations of, or access to, HICAP services including, but not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
4. Submit the name of the HICAP Program Manager to the CDA and AAS within 30 days of initial employment;

5. Recruit and maintain a strong, well-trained, cadre of volunteer Counselors, Long-Term Care Counselors, Long-Term Care Community Educators and General Community Educators [W&I Code, Section 9541 (c)(7)]. New Counselors shall be recruited, trained, apprenticed, and registered as needed to adjust for attrition and to maintain the agreed upon performance levels in the latest Area Plan Service Unit Plans;
6. Standard HICAP work week business hours, open to the public, shall be five days a week, Monday through Friday, at least 9 a.m. to 4 p.m., except holidays;
7. Telephone access by the public shall be during normal business hours, Monday through Friday, 9 a.m. through 4 p.m. In the event clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and return telephone number with an answering service or answering machine. Calls from clients leaving messages shall be returned within two business days;
8. Provide a disclosure statement to counseling clients prior to counseling, as prescribed by the CDA in the HICAP Program Manual [W&I Code, Section 9541 (f)(4)];
9. Provide a community education campaign designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, and related health care plans, and insurance topics [W&I Code, Section 9541(c)(1)(4)(5), &, (6)];
10. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Manual [W&I Code, Section 9541 (e)];
11. The Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences conducted during each fiscal year, in order to maintain program knowledge, efficiency, and competency [W&I Code, Section 9541, (f)(7)];
12. Maintain a program data collection and reporting system as specified in accordance to CDA / AAS Standards;
13. Meet the minimum performance requirement in the Service Unit Plan. Programs will be notified of the new measures. The measures will also be available on the Statewide HICAP Automated Reporting Program (SHARP) portal;

14. Provide timely input to the State HICAP Office (upon request) of any SHIP or CMS required reports, including, but not limited to the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report;
15. Make referrals for legal representation and report the number of legal referrals to the CDA and AAS; and
16. Maintain agency's commitment to increased financial support to HICAP and to conduct fundraising efforts specifically for HICAP.

D. Assurances

The Contractor shall assure, either as a direct or contracted HICAP, that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population;
2. **Contributions.** No fees may be charged for services although contributions or donations may be requested. Signs and literature about the HICAP services may indicate that donations are welcome and may suggest donation amounts. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as HICAP Program Income;
3. **Management Capacity.** Staffing shall be adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the program at least 32 hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers;
4. **Program Manager Authority.** Assure that the Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services;
5. **Registered Counselors.** Provide that all persons affiliated with the program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with law, regulation, and Section 106 of the HICAP Program Manual; and
6. **Confidential Records.** All records containing confidential client information shall be handled in a confidential manner, in accordance with the requirements for monitoring, audits and confidentiality. Confidential

records shall be collected no less than annually from the field. This includes individual Intake/Counseling Forms of persons being counseled exceeding the maximum counseling period of twelve (12) months as defined in the HICAP Program Manual, Section 4, subsection 4.1. Maintain confidential records until an audit has occurred and an audit resolution has been issued, unless a longer retention period is otherwise authorized in writing by the CDA's Audit Branch or required by law. After that period of authorization, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

E. The Contractor shall assure, either as a direct or contracted HICAP, compliance with the State Conflict of Interest Requirements as follows:

1. The Contractor shall assure that project staff and volunteers do not engage in the solicitation of insurance, nor endorse any Medicare supplement, long-term care, or other insurance policies or plans, nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client;
2. The Contractor shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with Department guidance on conflict of interest and the HICAP Program Manual; and
3. The Contractor shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall assure that advisors and governing board members shall excuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest.

F. If the Contractor is providing or subcontracting legal services, which is funded by the HICAP program, the Contractor or subcontractor shall perform the following:

1. Provide HICAP legal representation and technical program support by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar;
 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans;
 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans;
 4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral; and
 5. The Supervising Attorney shall report the performance of legal services in accordance with the HICAP Reporting Instruction available at www.aging.ca.gov.
- G. Contractor shall have written reporting procedures specific to the HICAP program which include:
1. Collection and reporting of program data for the Contractor;
 2. Ensuring accuracy of data from the intake/assessment process; and
 3. Verification of data prior to use by CDA for the federal National Performance Report (NPR).
- H. Transition Plan – HICAP

In the event there is a change in the HICAP service provider, the Contractor shall submit a transition plan to AAS within 15 days of a written Notice of Termination from the outgoing service provider. The transition plan must be approved by AAS and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned from the out-going service provider to the incoming service provider;
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new subcontractor;
3. A description of how clients will be notified about the change in their HICAP service provider;

4. Description of how the new subcontractor will communicate with other HICAP sites, local agencies and advocacy organizations that can assist in locating alternative services;
5. A description of how the new subcontractor will inform community referral sources of the pending termination of this HICAP contract and the transition to the in-coming HICAP service provider;
6. A description of how to transfer sensitive and confidential records to a new subcontractor;
7. A description of adequate staff to provide continued service through the term of the existing subcontract;
8. A full inventory and a plan to dispose of, transfer, or return to AAS all equipment purchased during the entire operation of the Contract; and
9. Additional information as necessary to effect a safe transition of clients from the outgoing service provider to the new service provider.

IV. MEALS ON WHEELS AND SUPPLEMENTAL MEALS ON WHEELS PROGRAMS

A. Units of Service

Contractor agrees to provide 5,400 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 525 supplemental home-delivered meals, a County sponsored, non-OAA program.

B. Unit Definitions

A meal provided to an eligible individual in his or her place of residence that meets all of the requirements of the OAA and State/Local laws, assures a minimum one-third of the current 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 10th of each month and:
 - 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.

SCHEDULE B

SELF HELP FOR THE ELDERLY

FY 2010-2011 FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): a Case Management Program, a Congregate Nutrition Program, the Health Insurance Counseling and Advocacy Program, and the Meals on Wheels and Supplemental Meals on Wheels Programs. Services described in this Schedule B reflect program funding and payment method during fiscal year July 1, 2010 through June 30, 2011. This program shall operate in accordance with the California Department of Aging (CDA) and/or state licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

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

I. CASE MANAGEMENT PROGRAM

AAS will pay Contractor in consideration of Case Management Program services rendered \$20,800 in OAA funds.

The maximum reimbursement for the Case Management Program in OAA funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800).

II. CONGREGATE NUTRITION PROGRAM

AAS will pay Contractor in consideration of Congregate Nutrition Program services rendered \$42,184 in OAA funds and \$10,516 in Nutrition Services Incentive Program (NSIP) funds for the purchase of food.

The maximum reimbursement for the Congregate Nutrition Program in OAA and NSIP funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed FIFTY-TWO THOUSAND SEVEN HUNDRED DOLLARS (\$52,700).

III. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

AAS will pay Contractor in consideration of HICAP services rendered \$255,364 in OAA HICAP funds.

The maximum reimbursement for the HICAP in OAA HICAP funding during the contract term July 1, 2010 through June 30, 2011 shall not exceed TWO HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS (\$255,364).

IV. a. MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Meals on Wheels (MOW) Program services rendered \$28,652 in OAA funds and \$3,748 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 THIRTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$32,400).

IV b. SUPPLEMENTAL MEALS ON WHEELS PROGRAM

AAS will pay Contractor in consideration of Supplemental Meals on Wheels (SMOW) Program services rendered \$3,150 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 THREE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$3,150).

Contractor agrees to the following for all programs:

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

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

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

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

- Mileage

<http://www.dpa.ca.gov/personnel-policies/travel/personalvehicle-mileage-reimbursement.htm>

- Per Diem (meals and incidentals) -

<http://www.dpa.ca.gov/personnel-policies/travel/meals-andincidentals.htm>

- Lodging

<http://www.dpa.ca.gov/personnel-policies/travel/short-termtravel.htm>

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

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

- H. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;
- I. **Matching Contributions** mean local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding are:
- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
 - Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
 - Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars;
1. The required minimum program matching contributions for Title IIIB, IIIC, & IIID is 10.53 percent;
 2. The required minimum program matching contributions for Title IIIE is 25 percent;
 3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds;
 4. Matching contributions generated in excess of the minimum required are considered overmatch; and
 5. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (city and county governments, school districts, special districts, and water districts);
- J. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- K. **Non-Matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);
- L. **Program Income** means revenue generated by the Contractor from contract-supported activities. Program income includes:
- Voluntary contributions received from a participant or responsible party as a result of services;
 - Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
 - Royalties received on patents and copyrights from contract-supported activities; and
 - Proceeds from sale of items fabricated under a contract agreement;

Program Income

1. Must be reported and expended under the same terms and conditions as the program funds from which it is generated;
 2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned;
 3. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor;
 4. For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year;
 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used;
 6. Must be used to expand baseline services; and
 7. May not be used to meet the matching requirement of this Agreement;
- M. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved;
- The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements; and
- Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs;
- N. A mid-year review, scheduled for January 2011, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required;

- O. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2011 will be due by July 6, 2011 to facilitate timely payment;
- P. Offer services throughout the twelve-month contract period, unless prior written approval is received from AAS; and
- Q. Submit a closing report with supporting documentation of expenses by **July 22, 2011**.

Documentation should include the following:

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

The maximum reimbursement for contracted services between San Mateo County AAS and the Self Help for the Elderly is \$361,264 in OAA and NSIP funds, \$3,150 in MOW Trust funds and \$46,886 in County General Funds for general program support for a total amount of FOUR HUNDRED ELEVEN THOUSAND THREE HUNDRED DOLLARS (\$411,300) for the contract term July 1, 2010 through June 30, 2011.

SCHEDULE C

SELF HELP FOR THE ELDERLY

FY 2010-2011 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) program: Health Insurance Counseling Advocacy Program services described in this Schedule C reflect program performance requirements (units of service) during fiscal year July 1, 2010 through May 31, 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. A monitoring will be conducted annually and onsite in accordance with the Area Agency on Aging Contract Monitoring Procedures Manual. Contractor agrees to provide requested programmatic and administrative documentation as part of the contract monitoring process.

I. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) Medicare Improvements For Patients And Providers Act (MIPPA)

- A. Contractor shall make every effort to improve beneficiary access to preventive and mental health services; to enhance low-income benefit programs; and to maintain access to care in rural areas, including pharmacy access.

- B. Definitions

Eligible Service Population means individuals defined as Medicare eligible beneficiaries likely to be qualified for the Medicare Part D Low-Income Subsidy (LIS), Medicare Savings Program (MSP), and the Medicare Part D Prescription Drug Program, including individuals in rural areas.

Enhanced Outreach means outreach activities above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program (SHIP) Funds, SHIP Supplemental LIS Funds, or OAA Outreach Funds). These activities should also give consideration to Medicare eligibility changes that go into effect January 1, 2010, equating the MSP asset limit to that of the full Medicare Part D LIS asset limit, thereby increasing the number of Medicare low-income assistance eligible beneficiaries.

Medicare Improvements For Patients And Providers Act (MIPPA) of 2008 means legislation which amended Titles XVIII and XIX of the Social Security Act to extend expiring provisions under the Medicare Program; to improve beneficiary access to preventive and mental health services; to enhance low-income benefit programs; and to maintain access to care in rural areas, including pharmacy access.

Enrollment Assistance means assistance to beneficiaries in completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.

Enrollment Assistance Centers means locations equipped and designated for Medicare Part D, LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.

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.

Low Income Subsidy (LIS) means financial assistance with Part D premiums and cost sharing for certain low-income Medicare beneficiaries referred to as the low-income subsidy.

Medicare Prescription Drug Improvement and Modernization Act of 2003 (also known as the “Medicare Modernization Act” or “MMA”) means legislation that imposed the most sweeping changes to the Medicare program since its inception including the addition of a prescription drug benefit through a new Medicare “Part D.”

Medicare Saving Program (MSP) means as of January 1, 2010, low-income Medicare beneficiaries who do not qualify for Medi-Cal may be enrolled in one of three MSPs that will automatically provide these individuals with the LIS. The MSPs include the following: Qualified Medicare Beneficiaries (QMB); Specified Low-Income Medicare Beneficiaries (SLMB); and Qualified Individuals (QI).

Program Income means revenues generated by the Contractor or subcontractor from contract-supported activities. Program income is:

1. Voluntary contributions received from a participant or responsible party as a result of services.
2. Income from usage or rental fees of real or personal property acquired with funds provided under this Agreement.
3. Royalties received on patents and copyrights from contract-supported activities.
4. Proceeds from sale of items fabricated under a contract agreement.

Rural means all territory, population and housing units not classified as urban. Rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

State Health Insurance Assistance Program means a national program supported by the federal Centers for Medicare and Medicaid Services (CMS) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. The California SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP).

Urban means all territory, population and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 of urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

Performance Measure means a quantitative or qualitative measure to help assess a program towards an outcome or a goal.

Benchmark means a measure of best performance. Benchmarking is generally used to see how an organization compares to others engaged in a similar business or activity. It involves learning about and adopting best practices to bring about improvements in performance. Benchmarking involves qualitative or quantitative comparison of performance with other parts of an organization, in this case, comparison of one SHIP against others or comparison of one SHIP against itself at a previous point in time to indicate whether or not improvement has been made. Benchmarks should be set at a high, but attainable level.

Performance Target means quantifiable goal to reach for performance improvement. For example, a target could be set at a certain percentage above the nationwide or cluster median, or within a certain quartile.

C. General Provisions

1. The Scope of Work shall be performed by the Contractor which shall include, but not be limited to, the HICAP and the Aging and Disability Resource Center (ADRC), where applicable.
2. All MIPPA contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g., OAA funding and the basic federal HICAP funds) and must meet performance benchmarks as specified by the CDA.

Contractor agrees to:

1. Provide enhanced outreach and enrollment assistance to eligible Medicare beneficiaries regarding their benefits; and more intensive outreach and enrollment assistance to (1) individuals in rural areas on Medicare Part D, and (2) individuals in all areas who may be eligible for the LIS or MSP.
2. Work with local aging network resources (e.g., including but not limited to home-delivered meals providers, nutrition centers and Information and Assistance) and community partners (including but not limited to general health and mental health clinics, county Medi-Cal offices and local Social Security Administration offices), making every effort to provide enhanced outreach to eligible Medicare beneficiaries regarding their benefits and enhanced outreach to individuals who may be eligible for the LIS and/or for the MSP.
3. Prepare and submit the Area Agency on Aging (AAA) MIPPA related budget to the County.
4. Conduct enhanced outreach activities in coordination with the County to assist Medicare beneficiaries in applying for the LIS and MSP programs and Medicare Part D, with a high priority to rural areas.
5. Work collaboratively with the County to reach the required performance goals.

Contractor shall assure:

1. Compliance with all standards and regulations identified in Article I, Section B above.
2. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 74 and 45 CFR, part 92, "Procurement Standards."

D. Performance Benchmarks

1. The Contractor shall assist in attaining the established AAA benchmark.
2. The HICAP shall attain the established benchmark over and above their current LIS/MSP benchmarks, as established by Quarterly Aggregate data reporting for SFY 2007-2008.

E. Data Reporting and Collection

1. The Contractor is required to collect and report data to the County as required by CDA.
2. The Contractor shall assure that all performance data reports submitted are timely, complete, accurate and verifiable; using CDA approved reporting procedures and timelines.
3. Performance will meet measurable performance goals. Performance data that must be submitted includes, but is not limited to:
 - a. Number of consumers assisted in submitting an LIS and MSP application.
 - b. Number and type of enhanced outreach events conducted during the project period.
 - c. Number of training and technical assistance sessions held for AAA and HICAP programs on enhanced outreach, screening, enrollment assistance and follow-up strategies, including locations where the sessions were held.
 - d. Number of AAA and HICAP programs agreeing to serve as enrollment assistance centers.
4. The Contractor will assure the protection of confidentiality of all project-related information that identifies individuals.

F. Appeal Process

1. Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within thirty (30) days of CDA's notice of adverse determination.
2. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to MIPPA funds using the appeal process established in Title 22 CCR, Sections 7700 through 7710.
3. Appeal costs or costs associated with any court review are not reimbursable.

G. Specific Terms and Conditions

1. This Agreement is issued under the authority of the MIPPA Act of 2008, Section 119, PL 110-275. By receiving funds under this Agreement, the contractor assures that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Agreement.
2. This Agreement is subject to the requirement of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

SCHEDULE D

SELF HELP FOR THE ELDERLY

FY 2010-2011 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT FISCAL SUMMARY

Contractor shall operate the following Older Americans Act (OAA) program(s): Health Insurance Counseling Advocacy Program. Services described in this Schedule F reflect program funding and payment methods during fiscal year July 1, 2010 through May 31, 2011. These programs shall operate in accordance with the California Department of Aging and/or State licensing regulations, applicable federal laws, and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

I. HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) Medicare Improvements For Patients And Providers Act (MIPPA)

AAS will pay the Contractor in consideration of HICAP Program services rendered through MIPPA funds.

The maximum reimbursement through MIPAA funds for the HICAP during the contract period July 1, 2010 through May 31, 2011 shall not exceed TEN THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS (\$10,337).

Expenditure of Funds

- A. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
- B. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
 - Travel –
<http://www.dpa.ca.gov/textdocs/freepmls/PML2008019.pdf>
 - Per Diem (meals and incidental) –
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incintals.htm>
 - Lodging –
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Agreement, 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. (CCR, Title 2 Section 599-615 et seq.)

Accountability for Funds

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.

Indirect Costs

- A. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.
- B. 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.
- C. Indirect costs exceeding the 8% maximum may be budgeted as in-kind.

Monthly Reimbursement Payments

- A. The Contractor shall be reimbursed for actual cash expenditures.
- B. The Contractor shall ensure the implementation of policies and procedures developed by the County whereby the subcontractors report expenditures and request payment monthly in arrears for actual expenses incurred.
- C. The County shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.

Contractor agrees to the following:

- A. 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;
- B. The Contractor will submit invoices and monthly program reports to AAS by the tenth (10th) of each month. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for May 2011 will be due by June 10, 2011 to facilitate timely payment;
- C. Offer services throughout the eleventh-month contract period, unless prior written approval is received from AAS;

- D. Submit the MIPPA Financial Closeout Report (CDA 230m) to the County by June 22, 2011;

Documentation should include the following:

- General ledger of expenditures for the contracted program
 - Applicable payroll register
 - Lease agreements and allocation percentage for rent cost
 - Equipment invoices
 - Vendor invoices for large purchases
 - CDA 32 form – Report of property furnished/purchased;
- E. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated; and
- F. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

The maximum reimbursement for contracted services between San Mateo County AAS and Self Help for the Elderly in MIPPA funds is a total amount of TEN THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS (\$10,337) for the contract term July 1, 2010 through May 31, 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 in your next submission.
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 does not reflect actual service and/or client counts (for example, due to a contracted provider not collecting one or more required data elements) but does accurately reflect all available information, "approve" your data as usual but note this discrepancy in the "comments" box.

Client/Caregiver File*

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

Key:

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

*** REFER TO LOOKUP TABLE 1

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

* CLIENT means an individual receiving AAA services with Title III B-D, VII b funds. Client also means a CARE RECEIVER whose Caregiver receives AAA services with Title III E funds. CAREGIVER means an individual receiving AAA services with Title III E funds.

** For CAREGIVER/CARE RECEIVER ADL/IADL and other requirements see: FCSP REFERENCE GUIDE WORKSHEET.

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 for 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 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.

Enrollment File				Comments
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format	
Participant ID	Required by System	R-RegSrvsFCSP	INTEGER	Unique Identifier for each participant assigned by your system. This should correspond to the Internal Participant ID from the Client File. If ID is missing, record will be discarded by system, with the exception of Non-Registered services.
Provider ID	Required by System	R-RegSrvsFCSP	INTEGER	Unique Identifier (as assigned by your system) of the provider for which the units belong. This ID corresponds to the provider ID in the Service Provider File, Service Units File, and Caregiver Relationship File (if reporting a caregiver).
Service ID	Required by System	R-RegSrvsFCSP	INTEGER	Unique Identifier for each participant service assigned by each provider assigned by your system in which the participant is enrolled in the fiscal year. This ID corresponds to the Service ID in the Service Provider File, Service Units File, and Caregiver Relationship File (assigned to a CAREGIVER service).
First ever service date	Required by System	R-RegSrvsFCSP	YYYY-MM-DD	Smith first started receiving services from MoW HDM on 8/1/2004. This is the first ever service date. This is used to determine the number of new participants receiving services each year for NAPIS reporting.
First service current fiscal year	Required by System	R-RegSrvsFCSP	YYYY-MM-DD	The first service date for the participant in the current fiscal year for the specific service.
End service date/Deactivation date (if available)	Required by System	R-RegSrvsFCSP	YYYY-MM-DD	The date on which one participant support receiving a service from a provider in the current fiscal year. This is valid only for those participants that did not receive services throughout the entire fiscal year.
Reason for deactivation*	Required by System	R-RegSrvsFCSP	INTEGER	Refer to Lookup Tables Sheet Col W/X

* REFER TO LOOKUP TABLE 1

Key:

R = Required

RegSrvs = Registered NAPIS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPIS, no ADL/IADLs

NOTE:

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

CARS (CA-GetCare) File Specifications

Last Revised: 3/11/2010

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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 10 meals 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				Comments
Field	Required/Optional for System	Required/Optional for Reporting	Data Type/Format	
Participant ID	Required by System	R-RegSvcsFCSP	INTEGER	Unique Identifier for each participant assigned by your system. This should correspond to the Internal Participant ID from the Client file. If ID is missing, record will be discarded by system, with the exception of Non-Registered services. A NULL (i.e. blank) value is acceptable in this field when entering service units for non-registered services.
Provider ID	Required by System	R-RegSvcsFCSP	INTEGER	Unique Identifier (as assigned by your system) of the provider for which the units belong. This ID corresponds to the provider ID in the Service Provider File, Enrollment File, and Caregiver Relationship File (if reporting units for a caregiver).
Service ID	Required by System	R-RegSvcsFCSP	INTEGER	Unique Identifier for each service unit assigned by your provider assigned by your system in which the participant is enrolled in the fiscal year. This ID corresponds to the Service ID in the Service Provider File, Enrollment File, and Caregiver Relationship File (assigned to a CAREGIVER service).
Reporting Month (reported quarterly, but by individual month)	Required by System	R-RegSvcsFCSP	INTEGER, 1-12	Month for which the service units are recorded
Reporting year	Required by System	R-RegSvcsFCSP	INTEGER, YYYY	Year for which the service units are recorded
Unit name*	Required by System	R-RegSvcsFCSP	TEXT	Specify unit or service from lookup table for report hours as whole numbers only.
Quantity	Required by System	R-RegSvcsFCSP	INTEGER	Year units of service reported to participate in the monetary year indicated. When reporting services for Non-Registered services you may also manually enter aggregate units directly in CARS.

* REFER TO LOOKUP TABLE 1

Key:

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

CARS (CA-GetCare) File Specifications

Last Revised: 3/11/2010

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

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

- The first submission will contain Q1 data.
 - The second submission will contain Q1 and Q2 data.
 - The third submission will contain Q1, Q2, and Q3 data.
 - The fourth (and final) submission will contain Q1, Q2, Q3, and Q4 data (i.e. data for the entire fiscal year).
- Note: This cumulative submission process will allow you to correct previously submitted data without adjusting old files. For example, if you realize that your first submission omitted 10 home delivered meals, simply include these in your second submission.
- 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)
Provider ID	Required by System	R-RegSnsFCSP	INTEGER	Unique identifier (as assigned by your system) of the provider for which the units belong. This ID corresponds to the provider ID in the Enrollment File, Service Units File and Caregiver Relationship File (if reporting a caregiver).
Service name	Required by System	R-RegSnsFCSP	TEXT	Name of the specific service offered by the provider (e.g., Meals on Wheels, Home Delivered Meals). Each service is specific to a service type.
Service ID	Required by System	R-RegSnsFCSP	INTEGER	by your system in which the participant is enrolled in the fiscal year. This ID corresponds to the Service ID in the Service Units File, Enrollment File, and Caregiver Relationship File (assigned to a CAREGIVER service).
Program Type ID*	Required by System	R-RegSnsFCSP	INTEGER	Refer to Lookup Tables Sheet Col Y, Z
Minority Provider*	Required by system	R-RegSnsFCSP	INTEGER	Refer to Lookup Tables Sheet Col Q, R
Is AAA the Provider?	Required by system	R-RegSnsFCSP	INTEGER	Refer to Lookup Tables Sheet Col Q, R

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

CARS (CA-GetCare) File Specifications

Last Revised: 3/11/2010

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

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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.

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

*REFER TO LOOKUP TABLE 1

Key:

R = Required

RegSvcs = Registered NAPIS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPIS, no 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."

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

I. CONTRACTOR INFORMATION

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

II. EQUAL BENEFITS (check one or more boxes)

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

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

III. NON-DISCRIMINATION (check appropriate box)

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

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

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

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

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

Signature

Name

Date

Title