AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND THE CITY OF MENLO PARK

THIS AGREEMENT, entered into this 17th day of September, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF MENLO PARK hereinafter called "Contractor;"

WITNESSETH:

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 Transportation program services.

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

1. **Exhibits and Attachments**
The following exhibits and attachments are included hereto and incorporated by reference herein:

   - Exhibit A - FY 2015-16 Description of Services
   - Exhibit B - FY 2015-16 Fiscal Summary
   - Attachment F—CARS Specifications
   - Attachment H—HIPAA Business Associate requirements
   - Attachment I—§ 504 Compliance
   - Attachment J—Contractor/Vendor Confidentiality Statement CDA1024

2. **Services to be Performed by Contractor**
In consideration of the payments set forth herein and in Exhibit B Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A.

3. **Payments**
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWENTY NINE THOUSAND ONE HUNDRED FIFTY DOLLARS ($29,150).
2. A violation of the law or failure to comply with any condition of this Agreement;
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement;
4. Failure to comply with reporting requirements;
5. Evidence that the Contractor is in an unsatisfactory financial condition determined by an audit of the County or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources;
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
7. Appointment of a trustee, receiver, or liquidator for all or substantial part of the Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against the Contractor;
8. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against the Contractor's assets or income;
9. The commission of an act of bankruptcy;
10. Finding of debarment or suspension; [Article II J]
11. The Contractor's organizational structure has materially changed; and
12. The County determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 for local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor maybe subject to special conditions or restriction.

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

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

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

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way
A. **Workers’ Compensation and Employer’s Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

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

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

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

Such insurance shall include:
(a) Comprehensive General Liability ...................... $1,000,000
(b) Motor Vehicle Liability Insurance ...................... $1,000,000
(c) Professional Liability ................................. $1,000,000
applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

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

11. **Non-Discrimination and Other Requirements**

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

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

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

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

A. **General non-discrimination.** No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

B. **Equal employment opportunity.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification,
☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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

i) termination of this Agreement;

ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

iii) liquidated damages of $2,500 per violation; and/or

iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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


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

C. Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County’s authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. **Merger Clause & Amendments**

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

15. **Controlling Law and Venue**

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

16. **Notices**

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

In the case of County, to:

David Randall, Financial Services Manager II
Aging and Adult Services
225 37th Avenue
19. **Debarment, Suspension, and Other Responsibility Matters**
   
   A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
      
      1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; [45 CFR 92.35]
      2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
      3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section;
      4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;

   B. Contractor shall report immediately to AAS in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor’s subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by AAS;

   C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.

   D. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors’ debarment/suspension status.

20. **Contractor’s Staff**
   
   A. The Contractor shall maintain adequate staff to meet the Contractor’s obligations under this Agreement.

   B. This staff shall be available to the State and AAS for training and meetings, including Provider Network Meeting, Nutrition Site Manager’s/HDM Coalition Meeting, Family Caregiver Collaborative Meeting as necessary. Contractors shall make every effort to have a representative in attendance of scheduled meetings.

21. **Corporate Status**
subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

23. **Commencement of Work**

Should the Contractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk or as a mere volunteer and may not be reimbursed or compensated. The County has no legal obligation unless and until the contract is approved.

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

A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the “Financial Closeout Report” (OAA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution in accordance with Section 28 of this document. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to the County. All records pertaining to this agreement must be made available for inspection and audit by the County and State or its duly authorized agents, at any time during normal business hours.

All such records must be maintained and made available by the Contractor: (a) until an audit has occurred and an audit resolution has been issued by the State or unless otherwise authorized in writing by the County; (b) for a longer period, if any, as is required by the applicable statute, by any other clause of this Agreement or by B and C below or (c) for a longer period as the County deems necessary.

B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in A. above. The Contractor shall ensure that any resource directories and all client records remain the property of the County upon termination of this Agreement, and are returned to the County or transferred to another Contractor as instructed by the County.

C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the County and so stated in writing to the Contractor.

D. Adequate source documentation of each transaction shall be maintained
assets for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

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

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

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

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

G. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the County for all items with a unit cost of $500 or more. Disposition, which includes sale, trade-in, discarding or transfer to another agency may not occur until approval is received from the County. The Contractor shall email the County requesting disposition of property. The County will then instruct the Contractor on disposition of the property. Once approval for disposal has been received from the County, the item(s) shall be removed from the Contractor's inventory report.

2. All confidential, sensitive, or personal information must be eliminated from property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), or cell or smart phones, multi-function printers, and laptops. Contractor must
26. Access
The Contractor shall provide access to the federal, State or County agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal, State, or County representative to any books, documents, papers, records, and electronic files of the Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

27. Monitoring and Evaluation
A. Authorized State and County representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies, procedures and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

B. The Contractor shall cooperate with the State and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

28. Audit
A. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984 (Public Law 98-502); the Single Audit Act Amendments of 1996 (Public Law 104-156); and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133].

A copy shall be submitted to:

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

The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit
Budget, [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133], Audits of States, Local Governments, and Non-Profit Organizations)

C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for County and State for review. The fiscal summary for this agreement is included in Exhibit B.

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

Contract resolution includes:

1. Ensuring that a Contractor expending $750,000 or more in federal awards during the Contractor's fiscal year has met the audit requirements of 2 CFR Part 200.501 to 200.521 [formerly OMB Circular A-133] as summarized herein;
2. Issuing a management decision on audit findings within six months after receipt of the Contractor's single-audit report and/or other type of audit and ensuring that the contractor takes appropriate and timely corrective action;
3. Reconciling expenditures reported to the County to the amounts identified in the single audit or other type of audit, if the Contractor was not subject to the single-audit requirements. For a Contractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the County must be accomplished through the performing alternative procedures (e.g., risk assessments [2 CFR 200.331]; documented review of financial statements; and documented expense verification, including match; etc);
4. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:
   a. Accurate, current, and complete disclosure of the financial results of each federal award or program;
   b. Records that identify adequately the source and application of funds for each federally funded activity;
   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
   d. Comparison of expenditures with budget amounts for each federal award;
200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

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

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

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

30. Grievance Procedure
Consumers of services funded through AAS shall have the opportunity to file a written complaint against an AAS-funded program or an employee or volunteer of that program. All service providers must have a written grievance/complaint process for reviewing and attempting to resolve consumer complaints. The policy shall indicate a timeframe within which a complaint will be acknowledged. The timeframe to resolve a complaint at the service provider level shall be no more than thirty (30) days from the date of receiving a complaint. The written acknowledgment letter will clearly state the grievance levels within the contracted agency. The grievance process shall include confidentiality provisions to protect the complainant’s right to privacy. Only information relevant to the complaint may be released to the responding party without the consent of the complainant. The complainant has a right to remain anonymous but will need to provide an address for written correspondence. An e-mail address is acceptable. The grievance and complaint process shall be posted in visible and accessible areas of each service program site. Information about the grievance process shall be delivered in writing to homebound consumers upon intake. For areas in which a substantial
E. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

F. Notice to Eligible Beneficiaries of Contracted Services

The Contractor shall:
1. Designate an employee to whom initial complaints or inquiries regarding national origin can be directed; [22 CCR 98325]
2. Make available to ultimate beneficiaries of contracted services and programs information regarding the County’s procedure for filing a complaint and other information regarding the provisions of Ca. Gov. Code § 11135 et seq.; [22 CCR 98326] and
3. Notify County immediately of a complaint alleging discrimination based upon a violation of State or Federal law. [22 CCR 98211, 98310, 98340]

32. Information Integrity and Security

A. Information Assets
The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e. public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets.

Information assets include (but are not limited to):
• Information collected and/or accessed in the administration of the County programs and services; and
• Information stored in any media form, paper or electronic.

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

C. Disclosure
1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services.
necessary documentation of compliance.

E. Health Insurance Portability and Accountability Act (HIPAA)

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

F. Contractor Confidentiality Statement

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

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

34. Notification of Security Breach to Data Subjects
A. Notice must be given by the Contractor to County and any data subject whose personal information could have been breached.

B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.

C. Notice may be provided in writing, electronically or by substitute notice in accordance with State law, regulation or policy.

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

36. Electronic Backups
The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.
3. Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

4. Materials published or transferred by Contractor shall: (a) state “The materials or product were a result of a project funded by a contract with The County of San Mateo / California Department of Aging”; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that “The conclusions and opinions expressed may not be those of AAS or CDA and that the publication may not be based upon or inclusive of all raw data.”

38. Transition Plan

A. The Contractor shall submit a transition plan to AAS within 10 days of delivery of a written Notice of Termination of a program funded either by Title III or Title VII. Transition plan for the Ombudsman program is included in Ombudsman Exhibit A. The transition plan must be approved by the County and State and shall at a minimum include the following:

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

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

C. If the Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by the County to the Contractor following the Notice of Termination.
EXHIBIT A
CITY OF MENLO PARK
FY 2015-16 DESCRIPTION OF SERVICES

Contractor shall operate the following Older Americans Act (OAA) and County funded programs: a Transportation Program. Services described in this Exhibit A reflect program performance requirements (units of service) during fiscal year July 1, 2015 through June 30, 2016. These programs shall operate in accordance with the California Department of Aging (CDA) and/or State licensing regulations and the standards and requirements established by Aging and Adult Services (AAS) of San Mateo County.

Program Definitions

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

Eligible Service Population for Title III B and D means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority individuals older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E), 22 CCR 7125, 7127, 7130, 7135 and 7638.7].

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

Assurances

1. Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

2. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the County.

3. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirement [OAA § 315(b)];

   a. Means tests shall not be used by any Contractor for any Title III or Title VII Services;
   b. Services shall not be denied to any Title III or Title VII client that
does not contribute toward the cost of the services received; 
c. Methods used to solicit voluntary contributions for Title III and 
   Title VII services shall be non-coercive; 
d. Each service provider will: 
   
   (1) Provide each recipient with an opportunity to voluntarily 
       contribute to the cost of the service; 
   (2) Clearly inform each recipient that there is no obligation to 
       contribute and that the contribution is purely voluntary; 
   (3) Protect the privacy and confidentiality of each recipient with 
       respect to the recipient’s contribution or lack of contribution; 
   (4) Establish appropriate procedures to safeguard and account 
       for all contributions; 
   (5) Donation letters may not resemble a bill or a statement [OAA 
       §315(b)]; and 
   (6) Individual client’s donations shall not be tracked by 
       accounts receivable [OAA §315(b)(4)(C)]. 

4. An individual’s receipt of services under the In-Home Supportive 
   Services Program shall not be the sole cause for denial of any services 
   provided by the AAA or its contractors. 

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

6. Contractor agrees to participate in the monitoring of the use of federal 
   and State funds. Onsite program monitoring will be conducted every two 
   years for all programs except Title IIC-1 and Title IIC-2, which must be 
   conducted every year. Onsite fiscal monitoring must be conducted every 
   two years for all programs including Title IIC-1 and Title IIC-2. 

7. Program monitoring may occur more frequently if determined by AAS as 
   beneficial to the integrity of program requirement compliance. Contractor 
   agrees to provide requested programmatic and administrative 
   documentation and the availability of key staff as part of the contract 
   monitoring process. 

8. Contractor agrees to offer services throughout the twelve-month contract 
   period, unless prior written approval is received from AAS. 

I. TRANSPORTATION PROGRAM 

A. Program Requirements
B. **Units of Service**

Contractor agrees to provide 10,404 one-way trips.

C. **Unit Definitions**

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

*Unit of service:* One, one-way trip
C. The final date to submit a budget revision is April 15 of the contract period unless otherwise specified by the County;

D. **Reimbursement Calculation** – The total reimbursement amount is calculated based on the following formula: **Actual Expenditure** minus (-) **Total Revenue** (Matching and Non-Matching Contributions and Project Income) equals (=) **Total Reimbursement amount**.

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

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

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

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

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

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

F. AAS reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by AAS to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not present, or where prior approval was required but not requested nor granted;
5. Matching contributions generated in excess of the minimum required are considered overmatch.

6. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.

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

L. Non-Matching Contributions mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.);

M. Program Income means revenue generated by the Contractor from contract-supported activities. Program income includes income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced with contract funds; voluntary contributions received from a participant or responsible party as a result of services; income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, proceeds from sale of items fabricated under a contract agreement;

Program Income

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

2. Must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.

4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year, and reported when used.

6. Program Income may not be used to meeting the matching requirements of this Agreement.

7. Must be used to expand baseline services.
S. Submit a single closing report of expenses with supporting documentation for each program by **July 22, 2016**.

Documentation should include the following:
- General ledger of expenditures for the contracted program;
- Applicable payroll register;
- Lease agreements and allocation percentage for rent cost;
- Equipment invoices;
- Vendor invoices for large purchases; and

The maximum reimbursement for contracted services between San Mateo County AAS and the City of Menlo Park is $25,865 in OAA funds and $3,285 in County General Funds for general program support for a total amount of TWENTY NINE THOUSAND ONE HUNDRED FIFTY DOLLARS ($29,150) for the contract term July 1, 2015 through June 30, 2016.
# CARS (CA-GetCare) File Specifications

*Last Revised: 1/25/2011*

**Instructions:** Each section represents a separate tab delimited flat file (i.e., a row). Respond to each data element in order. Most fields have defined values to ensure consistency (please see the worksheet labeled "Look up 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 AAs 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:** AAs should submit cumulative data with each submission as follows:
- The first submission will contain Q1 data.
- The second submission will contain Q2 and Q3 data.
- The third submission will contain Q1, Q2, Q3, and Q4 data (i.e., data for the entire fiscal year).

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

**Ten Day Approval Rule:** Once an Area Agency on Aging receives notification that their submission has "passed," they will have 10 working days to review and approve a summary of their data in the CARS system. If an AA 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 of 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

<table>
<thead>
<tr>
<th>Field</th>
<th>Required/Optional for System</th>
<th>Required/Optional for Reporting</th>
<th>Data Type/Format</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participant ID</td>
<td>Required by System</td>
<td>R-RegSvcFCSIP</td>
<td>INTEGER</td>
<td>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.</td>
</tr>
<tr>
<td>Provider ID</td>
<td>Required by System</td>
<td>R-RegSvcFCSIP</td>
<td>INTEGER</td>
<td>Unique identifier (as assigned by your system) of the provider for which the unit belongs. This ID corresponds to the provider ID in the Service Provider File, Service Units File, and Caregiver Relationship File (if reporting a caregiver).</td>
</tr>
<tr>
<td>Service ID</td>
<td>Required by System</td>
<td>R-RegSvcFCSIP</td>
<td>INTEGER</td>
<td>Unique identifier for each service delivered by each provider assigned by your system in which the participant is enrolled in the fiscal year. This ID corresponds to the Service ID in the Service Provider File, Service Units File, and Caregiver Relationship File (assigned to a CAREGIVER service).</td>
</tr>
<tr>
<td>First ever service date</td>
<td>Required by System</td>
<td>R-RegSvcFCSIP</td>
<td>YYYY-MM-DD</td>
<td>The first time the participant enrolled in the service (e.g., John Smith first started receiving services from M/W HOM 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.</td>
</tr>
<tr>
<td>First service current fiscal year</td>
<td>Required by System</td>
<td>R-RegSvcFCSIP</td>
<td>YYYY-MM-DD</td>
<td>The first service date for the participant in the current fiscal year for the specific service.</td>
</tr>
<tr>
<td>End service date/Deactivation date (if available)</td>
<td>Required by System</td>
<td>R-RegSvcFCSIP</td>
<td>YYYY-MM-DD</td>
<td>The date on which the participant stopped receiving a service from a provider in the current fiscal year. This is valid only for those participants that did not receive services throughout the entire fiscal year.</td>
</tr>
</tbody>
</table>

* REFER TO LOOKUP TABLE 1

**Key:**
- R = Required
- RegSvc = Registered NAPIS Service
- FCSIP = Family Caregiver Support Program
- SUM = Summary Data per NAPIS, no AQL/ADLs

**NOTE:**
Estimated Count of Client Served in Non-Registered services may be manually entered into CARS.
CARS (CA-GetCare) File Specifications

Last Revised: 1/29/2011

ATTACHMENT F

Instructions: Each section represents a separate tab delimited flat file (five total). Respond to each data element in order. Most fields have defined values to assure consistency (please see the worksheet labeled "Lookup Tables" for these values). No blank values should be submitted, unless explicitly allowed per those 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"). 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 entire fiscal year).

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

Ten Day Approval Rule: Once an Area Agency on Aging receives notification that their submission has "passed," they will have 10 working days to review and approve a summary of their data in the CARS system. If an 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 notify your local program staff 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 incorrect data or missing data elements) but do accurately reflect all available information, "approve" your data as usual but note this discrepancy in the "comments" box.

<table>
<thead>
<tr>
<th>Service-Provider File</th>
<th>Required/Optional for System</th>
<th>Required/Optional for Reporting</th>
<th>Data Type/Format</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provider name</td>
<td>Required by System</td>
<td>R-Reg/Srvs/FCSP</td>
<td>TEXT</td>
<td>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)</td>
</tr>
<tr>
<td>Provider ID</td>
<td>Required by System</td>
<td>R-Reg/Srvs/FCSP</td>
<td>INTEGER</td>
<td>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).</td>
</tr>
<tr>
<td>Service name</td>
<td>Required by System</td>
<td>R-Reg/Srvs/FCSP</td>
<td>TEXT</td>
<td>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.</td>
</tr>
<tr>
<td>Service ID</td>
<td>Required by System</td>
<td>R-Reg/Srvs/FCSP</td>
<td>INTEGER</td>
<td>Unique identifier for each service delivered by each provider assigned by your system in which the participant is enrolled in the fiscal year. This ID corresponds to the Service ID in the Service Units Enrollment File, and Caregiver Relationship File (assigned to a CAREGIVER service).</td>
</tr>
<tr>
<td>Program Type ID</td>
<td>Required by System</td>
<td>R-Reg/Srvs/FCSP</td>
<td>INTEGER</td>
<td>Refer to Lookup Table Sheet Cat Y 2.</td>
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<td>Minority Provider*</td>
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<td>R-Reg/Srvs/FCSP</td>
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<td>Refer to Lookup Table Sheet Cat Q R.</td>
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<td>Is AAA the Provider**</td>
<td>Required by system</td>
<td>R-Reg/Srvs/FCSP</td>
<td>INTEGER</td>
<td>Refer to Lookup Table Sheet Cat Q R.</td>
</tr>
</tbody>
</table>

*REFER TO LOOKUP TABLE 1

Key:
R = Required
Reg/Srvs = Registered NAPRS Services
FCSP = Family Caregiver Support Program
SUM = Summary Data per NAPRS, no ADL/AI, IADL, or Data
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<th>RURAL</th>
<th>GENDER</th>
<th>ETHNICITY</th>
<th>POVERTY STATUS</th>
<th>LIVING ARRANGEMENT</th>
<th>EMPLOYMENT STATUS</th>
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** REFER TO FCSP REFERENCE GUIDE WORKSHEET
<table>
<thead>
<tr>
<th>ID</th>
<th>PROGRAM TYPE</th>
<th>UNIT OF SERVICE</th>
<th>CAREGIVER RELATIONSHIP</th>
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<tbody>
<tr>
<td>0</td>
<td>MAPS Personal Care, R-RegServ Client Specific</td>
<td>Hour</td>
<td>Husband</td>
</tr>
<tr>
<td>2</td>
<td>MAPS Homemaker, R-RegServ Client Specific</td>
<td>Hour</td>
<td>Wife</td>
</tr>
<tr>
<td>4</td>
<td>MAPS Chore, R-RegServ Client Specific</td>
<td>Hour</td>
<td>Domestic Partner</td>
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<tr>
<td>6</td>
<td>MAPS Home Delivered Meals, R-RegServ Client Specific</td>
<td>Meal</td>
<td>Daughter/Daughter-in-Law</td>
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<td>6</td>
<td>MAPS Home Delivered Meals, R-RegServ Client Specific</td>
<td>Meal</td>
<td>Grandparent</td>
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<td>MAPS-Domestic Partner</td>
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<td>1544</td>
<td>MAPS-Domestic Partner</td>
<td>Session per Participant</td>
<td>Session per Participant</td>
</tr>
</tbody>
</table>

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

**REFERENCES:**

- **CA SERVICE CATEGORIES AND DATA DICTIONARY** on the CDA Website for further detail on service category unit definitions.
- **REFER TO:**
  - **FCSP REFERENCE GUIDE WORKSHEET**
Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

DEFINITIONS

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

a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.

b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.


d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.

i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.

j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low
i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.

j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.

n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.

q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.
c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.

d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.
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<th>CERTIFICATION</th>
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<td>I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.</td>
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<th>CONTRACTOR/VENDOR NAME:</th>
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<th>AUTHORIZED SIGNATURE:</th>
<th>PRINTED NAME AND TITLE OF PERSON SIGNING:</th>
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In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.

- all access codes which allow access to confidential information will be properly safeguarded.

- activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.

- any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.

- any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.

- obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.

- all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor.

- all employees/subcontractors of the Contractor/Vendor will be notified of CDA’s confidentiality and data security requirements.

- CDA or its designee will be granted access to any computer-based confidential information within the custody of the Contractor/Vendor.