

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of San Mateo, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Congregate Nutrition program services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Attachment 1-Older American's Act and California Department Of Aging  
Exhibit A—Services  
Exhibit B—Payments and Rates  
Attachment F- CRS Specification  
Attachment G- Focal Point Contact List  
Attachment H—HIPAA Business Associate Requirements  
Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Forty Seven Thousand Six Hundred and Eighty Six dollars (\$47,686). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2024, through June 30, 2025.

**5. Termination**

This Agreement may be terminated by Contractor or by the Director of Aging and Adult Services or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

#### **9. Assignability and Subcontracting**

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

#### **10. Insurance**

##### **a. General Requirements**

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

##### **b. 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, that (a) 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) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. 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 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 amounts specified below:

- (a) Comprehensive General Liability...     \$1,000,000
- (b) Motor Vehicle Liability Insurance...     \$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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the

requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

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

### **b. Equal Employment Opportunity**

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

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability

and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall also report to the County the filing by any person in any court 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 of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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 Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, 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.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated 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.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, 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 or conflict 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.

#### **17. 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:

Name/Title: Moony Tong  
Address: PO BOX 5892, San Mateo, CA 94402  
Telephone: 650-670-5371  
Facsimile: N/A  
Email: mtong@smcgov.org

In the case of Contractor, to:

Name/Title: Angela Sakkos, Community Services Supervisor  
Address: 330 W. 20<sup>th</sup> Ave., San Mateo CA 94403  
Telephone: (650) 522-7553  
Facsimile: n/a  
Email: asakkos@cityofsanmateo.org

#### **18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

#### **19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

#### **20. Disaster and Emergency Response Plans**



CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

CONTRACTOR shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

\* \* \*

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

**For Contractor:**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

**For County:**

\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

**Attachment 1 – Older American’s Act and California Department on Aging**  
following terms and conditions are hereby incorporated in and made part of agreement:

**A. Provision of services, program and services, monitoring/evaluation, commencement of work, access, voluntary contribution, standards of work, cost sharing program and program changes**

**Provision of Services:**

- a. Contractor shall take reasonable steps to ensure that “alternative communication services” are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Agreement at key point of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [2 CCR 11162].
- b. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
  - i. Interpreters or bilingual providers and provider staff;
  - ii. Contracts with interpreter services;
  - iii. Use of telephone interpreter lines;
  - iv. Sharing of language assistance materials and services with other providers;
  - v. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs; and
  - vi. Referral to culturally and linguistically appropriate community services programs.
- c. Contractor shall self-certify to compliance with the requirement of this section and shall maintain the self-certification record on file at the Contractor’s office at all times during the term of this Agreement. [22 CCR 98310]
- d. Contractor shall notify its employees of clients’ rights regarding language access and Contractor’s obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. [22 CCR Section 98324]
- e. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]
- f. Notice to Eligible Beneficiaries of Contracted Services  
The Contractor shall:
  - i. Designate an employee to whom initial complaints or inquiries regarding national origin can be directed; [22 CCR98325]
  - ii. Make available to ultimate beneficiaries of contracted services and programs information regarding the County’s procedure for filing a complaint and other

## **Attachment 1 – Older American’s Act and California Department on Aging**

information regarding the provisions of Ca. Gov. Code § 11135 et seq.; [22 CCR 98326] and

- iii. Notify County immediately of a complaint alleging discrimination based upon a violation of State or Federal law. [2 CCR 11162, 98310, 98340]

### **Program and Services**

- Services are provided only to the defined Eligible Service Population
- Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by County
- The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.

### **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, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants and, when applicable, inspection of food preparation sites.
- 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. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations and the provisions of the contracts that may have a direct and/or material effect on each of its CDA funded programs.
- d. 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.
- e. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. (20 CFR 641.430(e)-(f) ( 2CFR 200.327) (2 CFR 200.328)
- f. Onsite program monitoring will be conducted every two (2) years for all programs except Title IIIC-1 and Title IIIC-2, which must be monitored every year. Onsite fiscal monitoring must be conducted every two (2) years for all programs including Title IIIC-1 and Title IIIC-2.
- g. Program and fiscal monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. Contractor agrees to provide requested documentation and the availability of key staff as part of the contract monitoring process.

### **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

## **Attachment 1 – Older American's Act and California Department on Aging**

contract is approved.

### **Access**

The Contractor shall provide access to the federal, State or County contracting agency, the California State Auditor, the Comptroller, Attorney General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The contractor shall include this requirement in its subcontracts.

### **Voluntary Contributions**

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

- A. The Contractor or any subcontractor for any Title III or Title VII-A services shall not use means tests.
- B. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
- C. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.

Each service provider will:

- a. Establish appropriate procedures to safeguard and account for all contributions;
- b. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act;
- c. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
- d. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
- e. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.

### **Standards of Work**

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

### **Cost Sharing Program**

Any Title III and Title VII services shall not implement a Cost Sharing Program unless approved by County.

### **Program Changes**

Contractor agrees to inform the County of any alteration in program or service delivery at least thirty (30) days prior to the implementation of the change, or as soon as reasonably feasible. Notification includes, but is not limited to, service closures due to special events, holidays, cleaning, construction, staff changes.

## Attachment 1 – Older American’s Act and California Department on Aging

### **B. Termination policy. Transition plan. Dissolution and Debarment**

#### **Termination:**

This Agreement may be terminated for good cause by the Contractor, the Chief of the Health System, or designee at any time without the requirement of 30 days prior written Notice of Termination. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement for good cause shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public, and upon reasonable notice, as determined in the sole discretion of the County, for all other terminations for good cause. In terminations for good cause, a Termination for Cause Notice is required, and shall include the date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and condition of the termination. Emergency Termination shall be provided to Contractor, which shall be effective immediately. The grounds for termination for good cause shall include, but are not limited to, the following:

- i. Threat of life, health or safety of the public (see exemption from prior notice requirement, above);
- ii. A violation of the law or failure to comply with any condition of this Agreement;
- iii. Inadequate performance or failure to make progress so as to endanger performance of this Agreement;
- iv. Failure to comply with reporting requirements;
- v. 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;
- vi. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
- vii. 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;
- viii. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against the Contractor's assets or income;  
The commission of an act of bankruptcy;  
Finding of debarment or suspension; [Section 7. Debarment, Suspension, and Other Responsibility Matters]  
The Contractor's organizational structure has materially changed; and

## **Attachment 1 – Older American’s Act and California Department on Aging**

- ix. The County determines that a Contractor may be considered a “high risk” agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor maybe subject to special conditions or restriction.

County may terminate the agreement without cause according to County guidelines.

### **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 immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause. The Contractor shall:

- a. Stop work as specified in the Notice of Termination;
- b. Place no further subcontracts for materials, or services, except as necessary to complete any portion of the contract;
- c. Terminate all subcontracts to the extent they relate to the work terminated; and
- d. 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.

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and TERMINATION WITHOUT Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by County, the reason for such action and, any conditions of the termination, including the date of termination.

### **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.

### **Debarment, Suspension, and Other Responsibility Matters**

- a. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - i. Are not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - ii. 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;
  - iii. 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)(ii) of this section;
  - iv. 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

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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.

### **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:
  - i. Description of how clients will be notified about the change in their service provider;
  - ii. A plan to communicate with other organizations that can assist in locating alternativeservices;
  - iii. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
  - iv. A plan to evaluate clients in order to assure appropriate placement;
  - v. A plan to transfer any confidential medical and client records to a new contractor;
  - vi. A plan to dispose of confidential records in accordance with applicable laws and regulations;
  - vii. A plan for adequate staff to provide continued care through the term of the contract; [22 CCR7203(e)(4)]
  - viii. 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
  - ix. Additional information as necessary to affect 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.

## **C. Health Insurance Portability and Accountability Act (HIPPA) and Additional Insurance Requirements**

### **HIPPA**

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

### **Additional insurance requirements**

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

If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on



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seating capacity as follows:

- a. \$750,000 if seating capacity is under 8
- b. \$1,500,000 if seating capacity is 8-15
- c. \$5,000,000 if seating capacity is over 15

Contractor shall maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, all contractors shall hold County harmless. Contractor's Certificate of Insurance for general and auto liability shall also name County, not the State, as the certificate holder and additional insured.

### **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:

#### **a. 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.

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

The Contractor shall, unless exempted, ensure compliance with the requirement of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 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].

#### **c. California Civil Rights Laws**

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act ( Cal. Civ. Code 51) and the Fair Employment and Housing Act ( Cal. Gov. Code 1960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

d. The Contractor assures the State 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 to the ADA. [42 USC 12101 et seq.]

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

### **D. Contracts in excess of \$100,000. use of contract funds. contract length. Modification or Revisions. Amendments and Subcontracts**

#### **Contracts in excess of \$100,000**

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

- Clean Air Act, as amended. [42 USC 7401]
- Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
- Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- State Contract Act [Cal. Pub. Con. Code §10295 etseq.]
- Unruh Civil Rights Act [Cal. Pub. Con. Code §2010]

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### **Use of contract funds**

Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the congress.

### **Contract length**

Contract awards shall be limited to a one-year period. However, at the discretion of the County, contracts may be renegotiated up to a maximum of three additional one-year periods providing such incremental periods were specified in the IFB/RFP. During renegotiations, County shall consider actual expenditures and units of service, as well as current cost policy standards and changes in program requirements. County shall assure that all cost increases are reasonable and necessary and are not the result of underbidding in the original proposal. (c) Both ongoing and new contract awards shall be in full contract compliance within 120 days of the beginning date of the contract. County shall evaluate the contractor's capacity to fulfill contract goals if full compliance by this time period has not occurred.

Cal. Code Regs. Tit. 22, § 7364

### **Modification or Revisions**

County may negotiate modifications or revisions to assure that all necessary service/program requirements are covered. Budget reduction may occur in the event the service levels specified in the bid/proposal/approved budget are not attained.

### **Amendments**

- a. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the County amendment process. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- b. County reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.
- c. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt

### **Subcontracts**

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to County.

B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data, for handling property, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors.

C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State or County .

E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters

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of

Understanding which shall be made available for review at the request of CDA or County.

F. The Contractor shall monitor the insurance requirements of its subcontractors.

G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the County and Contractor, its officers, agents, and employees

from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by County. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by County.

I. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor’s Agreement with the Contractor. This staff shall be available to the State for training and meetings which the County may find necessary from time to time.

J. If a private nonprofit corporation, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

### **E. UEI Number and Related Information. Conflict of Interest. Contractor’s staff. Corporate status. Lobbying certification and Law compliance and funding availability.**

#### **UEI Number and Related Information**

- The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to County prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
- The Contractor must register the UEI number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
- If County cannot access or verify “Active” status the Contractor’s UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its UEI number, the Contractor must immediately update the information as required.

#### **Conflict of interest**

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.

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.

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- 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 County 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.

### **Corporate Status**

- a. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- b. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- c. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- d. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with County until satisfactory status is restored.

### **Lobbying Certification**

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

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

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- 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.
- f. 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

### **Law, Policy and Procedure, Licenses, and Certificates**

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to 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. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

### **Covenant Against Contingent Fees**

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
- b. For breach or violation of this warranty, County shall have the right to terminate this Agreement without liability or at its discretion t deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

### **Compliance and funding availability**

**Compliance:** Providers shall comply with applicable State and Federal Laws.

**Funding availability:** Funding is contingent on funding by the State/Federal Government.

## **F. Property and Records for CDA funded programs:**

### **Property**

- a. Unless otherwise provided for in this Section, property refers to all assets, used in operation of this Agreement.
  - i. Property includes land, building, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
  - ii. Property does not include consumable office supplies such as paper, pencils, toner, cartridges, file folders, etc.
- b. Property acquired under this agreement, which meets any following criteria is subject to reporting requirements.
  - i. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit);
  - ii. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones);
  - iii. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

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- c. Additions, improvements, and betterments to assets meeting all of the conditions in Section-b above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs, gutters, tunnels, parking lots, streets, sidewalks, drainage, and lighting systems.
- d. Intangibles are property that lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

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

- e. The Contractor will demonstrate efforts to purchase equipment and resources in a cost-effective manner by showing documentation of their efforts.
- f. The Contractor shall keep track of property purchased with CDA funds, and submit to County a Property Acquisition Form (CDA 9023) for 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, as instructed by County. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).

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

- i. Date acquired;
  - ii. Item description (include model number);
  - iii. County/CDA tag number;
  - iv. Serial Number (if applicable)
  - v. Purchase cost or other basis of valuation; and
  - vi. Fund source.
- g. Disposal of Property
  - i. 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 reportable property. 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.
  - ii. All confidential, sensitive, or personal information must be eliminated from CDA 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 is responsible for removal

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or destruction of data contained on the hard drive as directed by County before recycling of equipment may occur.

- h. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify the County.
- i. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- j. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.
- k. In the event of the Contractor’s dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity or to the County.
- l. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor’s dissolution, the County will issue specific written disposition instructions to the Contractor.
- m. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:
  - i. Another OAA funded program providing the same or similar service; or
  - ii. Another OAA funded program.
- n. The Contractor may share use of the property and equipment or allow use by other programs upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.
- o. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- p. If purchase of equipment is a reimbursement item, the equipment to be purchased will be specified in the budget summary.

### **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

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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:

- (i) until an audit has occurred and an audit resolution has been issued by the State or unless otherwise authorized in writing by the County; (ii) for a longer period, if any, as is required by the applicable statute, by any other clause of this Agreement or by a. and b. below or (iii) for a longer period as the County deems necessary.
- b. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in a. above. The Contractor shall ensure that any resource directories and all client records remain the property of the County upon termination of this Agreement, and are returned to the County or transferred to another Contractor as instructed by the County.
- c. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the County and so stated in writing to the Contractor.
- d. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by the County during the audit resolution process.
- e. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this section (24 Records for CDA). After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.



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### **G. CDA Fiscal and Compliance Audits, Audit Requirements, Payment and Payroll taxes and deductions**

#### **CDA Fiscal and Compliance Audits**

- a. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
- b. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
  - Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
  - Internal controls (2 CFR 200.303 and 45 CFR 75.303)
  - Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
  - Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
  - Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

#### **Audit**

- a. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections and County, shall have the right to monitor and audit contractors providing services through on-site inspections, audits, and other applicable means the State and County determines necessary.
- b. The Contractor shall make available all reasonable information necessary to substantiate that expenditures are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, and indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, County or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- c. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal, State and County government as access to the supporting documentation of said audit firm(s).
- d. The Contractor shall cooperate with and participate in any further audits which may be required by the State and County, including CDA fiscal and compliance audits. Contractor shall permit any duly authorized representative of the federal, State and County to access supporting documentation of associated audit firms.
- e. 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 and 45 CFR 75.501 to 75.521

A copy shall be submitted to: [hs\\_aas\\_ap@smcgov.org](mailto:hs_aas_ap@smcgov.org)

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- f. 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.
- g. The Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number referenced in Section b of this article. -
- h. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through the County.

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

93.41 Special Programs for the Aging – Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter3).

93.42 Special Programs for the Aging – Title III-B and Title VII-A, Chapter 2 – Long Term Care Ombudsman services for Older Individuals (Title III-B and Title VII-A, Chapter 2).

93.43 Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services (Title IIID)

93.44 Special Programs for the Aging – Title III, Part B – Grants for Supportive Services and Senior Centers (Title III-B)

93.45 Special Programs for the Aging -- Title III, Part C – Nutrition Services (Title III-C)

93.52 National Family Caregiver Support-Title III, PartE

93.53 Nutrition Services Incentive Program (NSIP)

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are as defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a State shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F.1., and Non Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

- i. 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.
- j. 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:

- i. 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 and [45 CFR 75.501 – 75.521 as summarized in Section d and e of this article].

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- ii. 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;
  - iii. 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] [45 CFR 75.352]; documented review of financial statements; and documented expense verification, including match; etc.);
  - iv. When alternative procedures are used, the Contractor shall perform financial management system testing which provides, in part, for the following:
    - Accurate, current, and complete disclosure of the financial results of each federal award or program;
    - Records that identify adequately the source and application of funds for each federally funded activity;
    - Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
    - Comparison of expenditures with budget amounts for each federal award;
    - Written procedures to implement the requirements of 2 CFR 200.305;
    - Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles [2 CFR 200.302]
  - v. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents and;
  - vi. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor’s own records.
- k. The County shall ensure that Contractor single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements
- i. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to the County within 30 days after Contractor’s receipt of the auditor’s report or nine months after the end of the audit period, whichever occurs first; [2 CFR 200.512]
  - ii. Property procured – use procurement standards for auditor selection; [2 CFR 200.509]
  - iii. Performed in accordance with General Accepted Government Auditing Standards; [CFR 200.514]
  - iv. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs; [2 CFR 200.515] and performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements.
  - v. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
- l. The Contractor shall be required to include in its contract with the independent auditor

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shall have access to all audit reports and supporting work papers, and the County has the option to perform additional work, as needed.

- m. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
- i. Any costs when audits required by the Single Audit Act, 2 CFR Part 200, Subpart F - Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  - ii. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR Part 200, Subpart F - Audit Requirements and 45 CFR 75 Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity’s fiscal year.
    - 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.
    - 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, 2 CFR Part 200, Subpart F - Audit Requirements. and 45 CFR 75, 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]
- n. The Contractor shall cooperate with and participate in any further audits which may be required by the County.

### Payments

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 and County provided documents. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from AAS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five

(5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2025 will be due by July 5, 2025 to facilitate timely payment.

## **Attachment 1 – Older American’s Act and California Department on Aging Payroll taxes and deductions**

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated government agencies as required by law.

### **H. Grievance Procedure, Appeal Process and Remedies**

#### **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.

Complaints may involve, but are not limited to:

Amount or duration of a service

Denial or discontinuance of a service

Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

Failure of the service provider to comply with any of the requirements set forth in the Department's regulations or in the contract or subgrant agreement with County.

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

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

#### **Appeal Process**

- a. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710.

Such appeal shall be filed within thirty (30) days of receipt of County's notice of adverse determination.

- b. Contractor may appeal the Contractor's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.

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- c. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- d. Appeal costs or costs associated with any court review are not reimbursable.

### **Remedies**

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA or County as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

### **I. Information Integrity and Security, security incident reporting, Software Maintenance, Electronic Backups and Copy Rights**

#### **a. Information Assets**

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e. public, confidential, sensitive and/or personal identifying 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; CDA Program Memorandum 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

- Reports
- Notes
- Forms
- Computers, laptops, cellphones, printers, scanners
- Networks (LAN, WAN, WIFI) servers, switches, routers
- Storage media, hard drives, flash drives, cloud storage
- Data, applications, databases
- 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 of Portable Computing Devices**

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, 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**

- i. The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected

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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.

- ii. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.



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- iii. "Personal 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.
- iv. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
- v. The Contractor, and its Subcontractors/Vendors, 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.
- vi. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

### d. Security Awareness Training

- i. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <http://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- ii. Employees contractor who assist in the performance of functions or activities on behalf of County or CD, or access or disclose CDA PSCI, must complete information privacy and security training, at least annually, at County's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and date on which the training was completed.
- iii. The Contractor must maintain certificates of completion on file for a period of six (6) years following contract termination and provide them to the County upon request.
- iv. All employees and volunteers who handle personal, sensitive or confidential information relation to CDA's program must participate in Security Awareness Training.
- v. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance to County.

### e. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

## **Attachment 1 – Older American’s Act and California Department on Aging**

### **f. Information Integrity and Security Statement**

The Contractor shall sign and return an Information Integrity and Security 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.

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### **Security Incident Reporting**

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor and its Subcontractors/Vendors, must comply with CDA’s security incident reporting procedure located at: <http://www.aging.ca.gov/ProgramsProviders/#Resources>

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

- a. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
- 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.

### **Software Maintenance**

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

### **Electronic Backups**

The Contractor and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

### **Copyrights and Right in Data**

- a. Copyrights
  - i. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B this section.
  - ii. The Contractor may request permission to copyright material by writing to AAS. The State via AAS shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
  - iii. If the material is copyrighted with the consent of the State, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
  - iv. The Contractor certifies that it has appropriate systems and controls in place to ensure that State/Federal funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- b. Rights in Data
  - i. The Contractor shall not publish or transfer any materials, as defined in the item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of County. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is

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- received by County. County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- ii. As used in this Agreement, the term "subject data" means writing, sounds recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA through County. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
  - iii. 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.
  - iv. 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."

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### **J. Procurement Procedures**

For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum the requirement set forth in 22 CCR 7352. The only exception is contained in 22 CCR 9360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 9360(b)-(d).

The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328

Contractor shall follow all the applicable information specified in 45 CFR 92.36(i).

Small contracts (under \$100,000 in the aggregate) do not require a competitive process [CCR 7352(g)]. In the case of small contracts, Contractor need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase.

a.

Pre-Award Review: The Contractor shall submit the following to County for review and approval for small contracts (under \$100,000 in the aggregate) to a for profit entity:

i.

Documentation that the aggregate value of the contract with any entity is less than \$100,000

ii.

A completed Conflict of Interest Disclosure Form that discloses whether a potential or actual conflict of interest exists

iii.

Copies of the price or rate quotations received from qualified sources

b. County will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the Contractor has satisfied the requirements of a noncompetitive award to a for profit entity or will provide detail as to the requirement(s) that have not been met.

c. Contractor must maintain all documentation on file that supports a noncompetitive award to a for-profit entity, as well as County's determination letter. Contracts over \$100,000 in the aggregate for any entity must follow a competitive process [CCR 7352].

### **K. Marketing Materials. Publication conditions. S.W.A.G Ban. Advertising and Public Relations. Copyrights/Trademarks**

#### **Categories of Marketing Materials: Public Education and Information Public Education and Information ( PE&I) falls into two categories:**

1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California, CDA and County does NOT allow CDA funds to be used for this purpose.

Contractors that use CDA and County funds to produce PI&E materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval. Contractors should contract the CDA Office of Communications for assistance ( [Communications@aging.ca.gov](mailto:Communications@aging.ca.gov)). Contractor shall send CDA approval to County after approval is received. If Contractor intends to use County log,

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prior approval from County should be obtained.

All materials used in the production of public outreach materials paid for with grant funds are the property of County and CDA ( i.e., data, plates, digital files, camera-ready artwork, designs,

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concepts, photographs, video and audio). County and CDA reserves the right to use materials developed by County and or Contractor.

Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications.

All documents produced must comply with [Federal Acquisition Regulation, Section 508](#), which governs document accessibility.

### **Publication conditions**

The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- a. State, “The materials or product were a result of a project funded by a contract with the County of San Mateo”.
- b. Give the name of the entity, the address, and telephone number at which the supporting data is available and include a statement that, “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data”.

### **S.W.A.G. Ban**

The Contractor, and its Subcontractor/Vendors, shall comply with Governor’s Executive Order 2-18-2011, which bans expenditures on promotional and outreach items colloquially known as “S.W.A.G.” or “Stuff We All Get”.

### **Advertising and Public Relations**

All press releases or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of CDA logo or mention of CDA in materials. Contractor should email the draft press release to [communications@aging.ca.gov](mailto:communications@aging.ca.gov) at least fourteen (14) days in advance of the announcement or event and copy the appropriate CDA Program team and County.

The Contractor must coordinate media and kick-off events with the CDA Office of Communications and County.

If CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the CDA Office of Communications before publication or production. Any mention of the CDA name or organization in press or outreach materials requires prior approval. The appropriate CDA program manager will coordinate this process. Materials should be submitted to the appropriate CDA program manager for the CDA Office of Communications for review. They will be assessed in batches on the first and fifteenth of each month, with a minimum ten (10) business day approval period. Contractor shall copy County on all correspondence with CDA.

### **Copyrights/Trademarks**

CDA and County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
2. Any rights of copyright/trademark to which a Contractor purchases ownership with grant funds.

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### **L. Others**

#### **Emergency Preparedness**

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

#### **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.

#### **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.

#### **Additional Notice Requirements**

Any notice given to the County for the Contractor's change of legal name, main address, or name of Director shall be addressed to the Director of AAS on the Contractor's letterhead.

#### **Long-Term Care Ombudsman Services**

Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(f)(1)(B); 45 CFR 1324.21]



**CITY OF SAN MATEO**  
**FY 2024-25 DESCRIPTION OF SERVICES**

Contractor shall operate the following Older Americans Act (OAA) and County funded program(s): Congregate Nutrition Services described in this Exhibit A reflect program performance requirements (units of service) during fiscal year July 1, 2024, through June 30, 2025. 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.

**Definitions Specific to Title III and Title VII Programs**

1. **Child** means an individual who is not more than eighteen (18) years of age.
2. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.

**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).
- 4. Secure the opportunity for eligible service population to receive managed in-home services as required under OAA 301(A)(1)(D). An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.
- 5. Contractor shall agree to distribute any needs assessment(s) or feedback surveys provided by the County. Surveys are to be returned to the County for data collection and analysis.
- 6. Contractor agrees to participate in the monitoring of the use of federal and State funds. Onsite program monitoring will be conducted every two years for all programs except Title IIIC-1 and Title IIIC-2, which must be conducted every year. Onsite fiscal monitoring must be conducted every two years for all programs including Title IIIC-1 and Title IIIC-2.
- 7. Program monitoring may occur more frequently if determined by AAS as beneficial to the integrity of program requirement compliance. Contractor agrees to provide requested programmatic and administrative documentation and the availability of key staff as part of the contract monitoring process.
- 8. Contractor agrees to offer services throughout the twelve-month contract period, unless prior written approval is received from AAS.
- 9. Service are provided only to the defined Eligible Service Population.
- 10. Funds made available under this agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III ( excluding III E) and Title VII services.
- 11. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by County and CDA.
- 12. Materials published by the Contractor shall:
  - a. State, "The materials or product were a result of a project funded by a contract with the California of Aging and County of San Mateo".
  - b. Give the name of the entity, the address, and telephone number at which the supporting data is available and include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data".

## **General Guidance**

### **A. The Contractor shall:**

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference.  
Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from County [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from County and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services
5. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
6. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
7. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
8. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
9. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
10. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
11. Distribute and maintain up-to-date CDA and County requirements so that all responsible persons have ready access to standards, policies, and procedures.
12. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

13. Develop a policy and procedure to ensure that Title III C-1 meals are only received by eligible individuals.
14. Provide program information and assistance to the public.
15. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
16. 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 42 USC 3026(a)(8)(C)(i)-(iii).
17. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
18. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (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 celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
19. Ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
20. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

## Congregate Meals

- A. Congregate Meals: To maintain or improve the physical and social well being of older persons (60+) through appropriate nutrition services.

Provision of a meal to an eligible client or other eligible participant at a nutrition site, senior center or some other congregate setting.

The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences;

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second meal shall be balanced and proportional in calories and nutrients; and,

If three meals are served, together they must provide a minimum of 100 percent of the current daily DRI; although there is no requirement regarding the percentage of the current daily DRI, which an individual meal must provide, a second and third meal shall be balanced and proportional in calories and nutrients;

## Program Definition

**Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities

for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title

III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR7638.7(a)]

1. Be open to the public; [45 CFR 1321.53(b)(3)]
2. No means test; [OAA § 315(b)(3)]
3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service; [OAA § 315(b)(4)] [22 CCR 7638.9] and
4. Not receive funds from another source for the cost of the same meal or equipment, Or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

**A. To-Go Meals** means

meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.

C1: To-Go meals are categorized as C-1 (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.

**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, and California Retail Food Code (CRFC)

The Title IIIC nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services to meet unduplicated client and meal goals. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title IIIC1 and Federal Title IIIC2.

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

- a. Individuals eligible to receive a meal at a congregate nutrition site are:
    - Any older individual.
    - The spouse of any older individual.
    - A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    - A volunteer under age sixty (60), if doing so will not deprive an older individual age sixty (60) or older of a meal.
- [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

**Individual with a Disability.** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

**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 activities. [OAA §102(a)(48)]

**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 prior-prior federal fiscal year.

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

1. An older individual or a spouse of an eligible individual ;
2. A person with a disability, under age 60 who resides in a housing facility occupied primarily by older individuals at which congregate nutrition services are provided;
3. A disabled individual who resides at home with and accompanies an eligible individual who participates in the program;and



4. A volunteer under age sixty 60, if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]

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

B. Program objective

- (1) Give preference to older Californians in greatest economic or social need with particular attention to low-income minority individuals.
- (2) Serve meals that provide one-third (1/3) of the Recommended Dietary Allowances (RDAs) and are safe and of good quality.
- (3) Promote and maintain high food safety and sanitation standards.
- (4) Promote good health behaviors through nutrition education and nutrition screening of participants.
- (5) Promote or maintain coordination with other nutrition-related supportive services for older individuals.

C. General Requirements

- 1). Provide at least one (1) meal per day.
- 2). Comply with the CRFC and their local health department regarding safe and sanitary preparation and service of meals.
- 3). Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
- 4). At a minimum, quarterly monitor for safe food handling and sanitation practices of food facilities.
- 5). Conduct a nutrition screening of congregate and home-delivered meal participants in accordance with Federal requirements found in Section 339 of the OAA ( 42 U.S.C. 3030g-21 ).
- 6). Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C. 5122(2).
- 7). When it is known or reasonably suspected that a program participant has been the victim of abuse, report the abuse to the authorities in accordance with Section 15630, Welfare and Institutions Code.

D. Units of Service

Contractor agrees to provide 3,840 senior congregate meals and 4 Nutrition Education sessions.

E. 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 Dietary Reference Intake (DRI), and complies with the most current 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** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA

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

Contractor agrees to:

Service Eligibility and priority:

1. Make services available to all persons sixty (60) years of age and older under this service Agreement with the following exceptions:
  - a. Persons requesting services that extends beyond the scope of the program;
  - b. Persons requesting services who reside outside the program's established geographic service boundaries; and
  - c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. Ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

Program operation:

1. Operate the program for 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;
2. Providers must establish operational procedures to estimate the number of meals to prepare and serve and the amount of food to purchase so that leftovers shall be kept to a minimum;
3. Weekend meals must comply with all regulations specified for Monday through Friday service, including menu approval specified in Section 13;
4. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
5. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

6. Report a meal only once either as a Title III meal or a Title VI meal.
7. Title III C meals are compliant with the Older Californians Nutrition Program Menu Guidance.
8. Priority shall be given to serving leftovers as seconds to congregate participants;
9. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
10. 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;
11. Nutrition providers of Title III C programs shall annually assess the client's nutrition using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative, included in the AAS nutrition intake tool. [OAA §339(2)(J)] [OAA§207(a)(3)]; Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the Title IIIC – Intake and Assessment Forms Guide
12. Leftover meals cannot be counted as additional participant meals nor are they eligible for AAA reimbursement;
13. Title IIIC funds may not be used to purchase food to distribute separately from the approved meal;
14. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "Illnesses" or (b) lesions/wounds to the site manager;

15. 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
16. 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);
17. NSIP services NSIP funds shall be used for meals which:
  - (1) Meet the dietary guidelines, as specified in Section 339 of the OAA ( 42 U.S.C. 3030g-21 ).
  - (2) Are served to eligible participants.
  - (3) Are served to volunteers of any age.
  - (4) Follow the provisions of "Offer Versus Serve", as found in 7 CFR 226.20(p):Congregate meal participants may be permitted to decline items due to preference or medical reasons. NSIP funds are not affected when a participant declines menu items.

Use of NSIP funds:

NSIP funds shall be used to purchase food used in the Program. NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program.

18. Contribution:

Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.

  - 1). Comply with provisions for voluntary contributions in Section 4.4. OAA §325(b)]
  - 2). The nutrition services provider shall develop a suggested contribution. When developing this contribution amount, the income ranges of the older individuals in the community and the provider's other sources of income shall be considered (CCR 7638.9b).

3). Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9.(c)]

4). The provider shall ensure that the amount of the eligible participant's contribution is kept confidential. 3). The nutrition services provider shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the provider's site. 4). All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services

19. Contribution: Inform clients that the Congregate Nutrition Program is partially

funded by the OAA / County of San Mateo by posting signs near the contribution container at each congregate meal site indicating such. Signs will also state the suggested contribution level for eligible clients, non-senior spouse of an eligible client, and non-senior volunteers. The sign must also state that services will not be denied if a contribution is not made.

- a. All contributions are to be anonymous and voluntary;
- b. Contributions from eligible clients (project income) are to be used to expand or support the meal service;
- c. Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. ( CCR 7638.9C)
- d. Guests, non-congregate program volunteers, and non-senior employees must pay the required fee. These fees are to be collected and maintained separately from contributions from eligible clients;

Exhibit A

- e. All outreach materials, websites and publicity regarding the program shall attribute partial funding from the Older Americans Act and County of San Mateo.

20. 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.);
21. 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, extended absence of program staff beyond three weeks, suggested contribution amount, etc.;
22. Each congregate meal provider shall:
  - (1) Comply with all provisions in CCR 7630-7688.13 Early Nutrition Program.
  - 2) Include procedures for obtaining the views of participants about the services received.
  - (3) Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
  - (b) Each congregate meal site shall meet all of the following:
    - (4) Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that Elderly Nutrition Program activities are taking place.
    - (5) Have restrooms, lighting, and ventilation which meet the requirements of the CURFFL.
    - (6) Have equipment, including tables and chairs, that is sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.

Ensure Title III C meals meet the nutrition requirements of meals:

- (1) Comply with the most current Dietary Guidelines for Americans.
- (2) one-third of the Dietary References Intakes (DRI) if providing one meal per day, two-thirds of the DRI if providing two meals per day, and 100% of the DRIs if providing three meals per day.
- (3) Comply with the Older Californians Nutrition Program Menu Guidance.

#### Nutrition Education and Nutrition Counseling:

Nutrition education services shall be based on the particular need of home-delivered meal participants. An annual needs assessment shall be performed by the nutrition services provider to make this determination.

Nutrition Counseling: A nutrition services provider shall have written policies and procedures, which ensure that nutrition counseling is provided only by a registered dietitian.



1.

Meal Prep and Meal Requirements: Submit menus the month prior to the meal service for approval by the AAS registered dietitian that comply with the most current Dietary Guidelines for Americans by the US Department of Health and Human Services and the US Department of Agriculture. The menus are to be submitted with Contractor's MIS and invoice documents by the 10th of each month. All menus must comply with the following:

- a. Be planned for a minimum of four (4) weeks;
- b. Be provided to participants;
- 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

2. 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).

3. Each food preparation site (central kitchen and caterer) must be physically inspected on a quarterly basis by the County Registered Dietitian. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the County that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, County policies and procedures must guarantee the following:
  - a. Inspection of non-food preparation nutrition sites at least every other year and
  - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
  - c. Inspection of central kitchens sites annually on-site. [22CCR 7634.3(d)].
4. Ensure that the food employee who has a food safety certificate issued pursuant to CRFC Section 113945.1 instructs all food employees regarding the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to food borne illness. The food safety certified employee shall require food employees to report (a) "Illnesses" or (b) lesions/wounds to the site manager;
5. Safety of the food after it has been served to a participant and when it has been removed from the congregate site is the responsibility of the recipient and may be consumed as that participant deems appropriate.

Providers shall post signs stating that:

*"For health reasons, taking out potentially hazardous food is not recommended. Doing so is at your own risk."*

#### Staff Qualifications:

1. The nutrition services provider shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the Elderly Nutrition Program, and either have (a), (b), or (c):

- a. Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years experience as a food service supervisor, or,
  - b. Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian, or,
  - c. Two years experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire.
- 2. Personnel: There shall be, at a minimum, a manager as required above, and a paid staff or volunteer . There shall also be a sufficient number of qualified staff with the appropriate education and experience to carry out the requirements of the Program. The total number of staff shall be based
  - 3. Volunteer Services: Volunteers shall be recruited and used in any phase of program operations where qualified.

A yearly written plan and written materials:

- 1. Ensure participants receive written instructions in the language of the majority of the participants for handling and reheating of the meals;

2. A yearly written plan for a minimum of four quarterly staff/volunteer training sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2024
  - a. The AAS registered dietitian must approve the training curriculum;
  - b. Training topics must include at a minimum: food safety, prevention of food-borne illness, Hazard Analysis and Critical Control Points (HACCP) principles, accident prevention, fire safety, first aid, choking, emergency procedures, and earthquake preparedness;
  - c. Three of the training sessions must include food safety and sanitation principles;
  - d. The training plan shall identify who is to be trained, who will conduct the training, content of training and when it is scheduled; and
  - e. Documentation of training must include attendees' evaluations and attendance records
  
3. A yearly written plan for a minimum of four quarterly participant nutrition education sessions (a minimum of four hours annually) must be developed, implemented, and maintained on file by the nutrition provider. Plans must be approved and finalized by August 1, 2024.
  - a. The AAS registered dietitian must approve the training curriculum.
  - b. Documentation of sessions must include attendees' evaluations and attendance records.

4. 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
5. All outreach materials, websites and publicity regarding the program shall attribute partial funding from the Older Americans Act and County of San Mateo.
6. Records, reports, distribution of information, and confidentiality:
  - (a) The nutrition services provider shall develop and maintain records on congregate and home-delivered meal participants that are in accordance with subsection 7500(a) of this Division.
  - (b) The nutrition services provider shall establish procedures in order to comply with subsection 7500(c) of this Division, which ensure the accuracy and authenticity of the number of eligible participant meals served each day. Such procedures shall be kept on file at the provider's site.
  - (c) Nutrition services provider records and reports shall be made available for audit, assessment, or inspection by authorized representatives of the AAA, or the Department.
  - (d) The nutrition services provider shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner

### Reporting Provisions

- A. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.
- B. The Contractor shall submit monthly data reports and invoices for OAA funded programs. Reports are due the 10th of each month following service. Contractor must correct inaccurate invoices and corresponding data reports in order to receive reimbursement. Corrections must be made within (5) working days after request from AAS fiscal and/or program staff.
- C. Quarterly, the Contractor shall submit quarterly data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 10
Quarter 2	October 1 - December 31	January 10
Quarter 3	January 1 - March 31	April 10
Quarter 4	April 1 - June 30	July 10

**EXHIBIT B**  
**CITY OF SAN MATEO**  
**FY 2024-25 FISCAL SUMMARY**

Contractor shall operate the following Older Americans Act (OAA) programs:

Congregate Nutrition. Services described in this Exhibit B reflect program

funding and payment method during fiscal year July 1, 2024, through June 30, 2025.

This/These programs 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 Service/County of San Mateo (County).

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

During July 1, 2024, through June 30, 2025: County will pay Contractor for the following services as follows:

<b>Program</b>	<b>Services</b>	<b>FY24-25 Units of Service</b>	<b>Units</b>	<b>Funding Source</b>	<b>Total Allocation</b>
Congregate Nutrition	Meals/Baseline	<b>3840</b>	<b>meals</b>	<b>III C1</b>	<b>\$32,238</b>
	Nutrition Education	<b>4</b>	<b>session</b>	<b>III C1</b>	<b>\$172</b>
	State Augmentation			<b>State III C1</b>	<b>\$9,577</b>
	County General Fund			<b>County</b>	<b>\$5,699</b>
				<b>TOTAL</b>	<b>\$47,686</b>

Contractor agrees to the following:

- A. Contractor shall expend all funds received hereunder in accordance with this Agreement;
- B. Contractor is responsible for covering the cost of all components of each program outlined above and shall be reimbursed for actual expenditures on the approved budget for each program;
- C. The final date to submit a budget revision is March 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 California Department of Human Resources' (CalHR) rules and regulations;

In State:

Mileage/Per Diem (meals and incidentals)/Lodging

<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

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 California Department of CalHR 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. [SCM 3.17.2.A(4)] ;

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



- F. County reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by County to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not present, or where prior approval was required but not requested nor granted;
- G. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; [2 CFR, 200] [45 CFR 75].
- H. Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302
- Financial Reporting;
  - Accounting Records;
  - Complete Disclosure;
  - Source Documentation;
  - Internal Control;
  - Budgetary Control;
  - Cash Management (written procedures);
  - Allowable Costs (written procedures);
- I. **Unexpended Funds**  
Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to County immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.
- J. **Funding Contingencies**
1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
  2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

## **Limitation of State Liability**

Exhibit B

- K. Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized Budget. No legal liability on the part of County or State for any payment may arise under this Agreement until funds are made available; the itemized Budget is received and approved by County and County has received an executed agreement.

**L. Funding Reduction(s)**

1. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State and County shall have the option to either:
  - a. Terminate the Agreement pursuant to Attachment 1.
  - b. Offer an Agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
2. In the event County elects to offer an amendment, it shall be mutually understood by both parties that:
  - a. County reserves the right to determine which agreements, if any, under this program shall be reduced.
  - b. Some agreements may be reduced by a greater amount than others, and
  - c. County shall determine at its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

**M. Interest Earned**

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to County. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal

awards in interest-bearing accounts, unless the following apply:  
[2 CFR 200.305(b)(8)]  
[45 CFR 75.305 (b)(8)]

- a. The Contractor receives less than \$120,000 in federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

N. **Actual Expenditures** means the allowable costs occurring during each month's billing cycle;

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

Matching

contributions are:

- Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements;
- Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor; and
- Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

1. The required minimum program matching contributions for Title III-B, not including Ombudsman, and III-C is 10.53 %.
2. The required minimum matching contributions for Title III-E is 25%.
3. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions and State funds. Matching contributions are included in the minimum matching requirements calculation
4. Program matching contributions for Title III-B, not including Ombudsman, and III-C can be pooled to meet the minimum requirement of 10.53%.

5. Matching contributions generated in excess of minimum required are considered overmatch.
6. Program overmatch from III-B or C, can be used to meet the program match requirement for Title III-E. The expenditures are related to the needs of caregivers and are attributable to a service category within the National Family Caregiver Support Program (NFCSP).
7. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match

**P. Budget Revision**

The Contractor shall submit electronically a budget revision 2 weeks after receiving an amended contract with changes in funding levels, unless otherwise instructed by County.

**Q. Line Item Budget Transfers**

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor shall submit a revised budget to County when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to County upon request and shall be maintained in the same manner as all other financial records.
3. Final budget revision containing line item adjustments may be submitted as necessary, but no later than ninety(90) days prior to the ending date of the current funding period.

**R. Allocation Transfers**

1. The Contractor shall submit a request to County to transfer federal or State funds between Title III B, C-1 and C-2 programs.

- a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
- b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.

- c. The Title III C nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title III C1 and Federal Title III C2.

2. Transfer of funds cannot be processed or approved after 2/28/2025

- S. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.);
- T. **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.);
- U. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:
  - a. Voluntary contributions received from a participant or other party for services received.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.
  - d. Proceeds from the sale of goods created under CDA grant funds.

### **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 (except as noted in 4)
- 3. For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, may 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-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the contract budget 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 meet the matching requirements of this Agreement.
7. Must be used to expand baseline services.

**V. One-Time Only (OTO) Funds**

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by County, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by County, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

- d. OTO funds can be used to maintain or increase baseline services. However, services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance County approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

W. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

1. The maximum reimbursement amount allowable for indirect costs is 10% of the Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
2. Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]
3. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
4. Indirect costs exceeding the 10% maximum may be budgeted as in-kind for purposes of meeting matching requirements (in Title III and Title VII programs only). County must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind. Maximum reimbursable indirect rate of 10% is allowable by San Mateo County under this contract.

5. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

- X. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by County. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:
  - A. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
    - 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
    - 2) Be incorporated into the official records of the non-federal entity;
    - 3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
    - 4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different



allocation bases; or an unallowable activity and a direct or indirect cost activity.

5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.

B. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

2. Fringe Benefits- specified for each fund source.
3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each fund source
4. Staff Training – attendance cost for necessary training, specified for each fund source.
5. Rent-Total cost per funding source.
6. Property/Equipment - detailed descriptions and unit costs, specified for each fund source
7. Supplies – to include items below the \$5,000 equipment threshold, specified for each fund source.
8. Contractual costs-subcontractor and consultant cost details, specified for each fund source.
9. Food-used in delivering Congregate and Home-Delivered Meals.
10. Other – Facilities and other ordinary and necessary costs specified for each fund source.
11. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval OR Indirect Costs-costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
12. Subcontractor Services - summary costs for subcontracted programs specified for each fund source.

The Contractor shall submit a budget, which shall be incorporated by reference into the contract and will have, at a minimum, the categories listed in Section B. above.

Y. **Equipment**

Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from County

Z. The **Title III C nutrition augmentation funding** may be transferred between General Fund C1 and General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title III C1 and Federal Title III C2.

Aa. A mid-year review, scheduled for January 2025, will require a reconciliation of year-to-date outcomes. Based on these outcomes, a budget revision may be required.

Ab. Submit client intake forms as appropriate, monthly program reports, and invoices by the tenth (10<sup>th</sup>) of each month. Upon notification from County, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Supporting documents are required to be submitted along with invoices. 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 2025 will be due by July 7, 2025, to facilitate timely payment.

County may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as County determines that the financial management standards are met.

Ac. Offer services throughout the twelve-month contract period, unless prior written approval is received from County.

Ad. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period.

Ae. Submit a **single closing report** of expenses with supporting documentation for each program by **July 16, 2025**.

Final expenditures must be reported to County in accordance with the budget. If the expenditures reported by the Contractor exceed the advanced amount, County will reimburse the difference to the Contractor up to the Agreement amount. If the expenditures reported by the Contractor are less than the advanced amount, County will invoice the Contractor for the unspent funds.

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

# CARS (CA-GetCare) File Specifications

ATTACHMENT F

Last Revised: 1/28/2011

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

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

The first submission will contain Q1 data.

The second submission will contain Q1 and Q2 data.

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

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

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

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

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

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

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

\*\*\* REFER TO LOOKUP TABLE 1

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

**Key:**

R = Required

RegSrvs = Registered NAPIS Services

FCSP = Family Caregiver Support Program

SUM = Summary Data per NAPIS, no ADL/IADLs

# CARS (CA-GetCare) File Specifications

ATTACHMENT F

Last Revised: 1/28/2011

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

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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 counts in your second submission. The CARS system will automatically adjust Q1 numbers accordingly.

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

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

\* REFER TO LOOKUP TABLE 1

**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.

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ATTACHMENT F

Last Revised: 1/28/2011

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

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

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

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

\* 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

# CARS (CA-GetCare) File Specifications

ATTACHMENT F

Last Revised: 1/28/2011

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

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

The first submission will contain Q1 data.

The second submission will contain Q1 and Q2 data.

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

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

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

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

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

\* REFER TO LOOKUP TABLE 1

**Key:**

R = Required

RegSrvs = Registered NAPIS Services

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SUM = Summary Data per NAPIS, no ADL/IADLs

# CARS (CA-GetCare) File Specifications

ATTACHMENT F

Last Revised: 1/28/2011

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

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

The first submission will contain Q1 data.

The second submission will contain Q1 and Q2 data.

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

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

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

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

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

\* 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

**SENIOR CENTERS & FOCAL POINTS****COMMUNITY SENIOR CENTERS AND FOCAL POINTS LIST**

CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c),  
 Older Americans Act Reauthorization Act of 2020, Section 306(a) and  
 102(21)(36)

<b>Designated Community Focal Point/Senior Center</b>	<b>Address</b>
1. Alzheimer's Association of Northern California & Northern Nevada	1060 La Avenida St. Mountain View, CA 94043
2. Catholic Charities CYO San Carlos Adult Day Services	787 Walnut Street San Carlos, CA 94070
3. Center for the Independence of Individuals with Disabilities	1515 S. El Camino Real, Suite 400 San Mateo, CA 94402
4. City of Belmont Senior and Community Center 20 Twin Pines Lane B	20 Twin Pines Lane Belmont, CA 94402
5. City of Brisbane Senior Center	2 Visitacion Avenue Brisbane, CA 94005
6. City of Burlingame Recreation Older Adult and Senior Programs	850 Burlingame Avenue Burlingame, CA 94010
7. City of Daly City Senior/Adult Services Doelger Center	101 Lake Merced Blvd. Daly City, CA 94015
8. City of Daly City Lincoln Community Center	901 Brunswick Street Daly City, CA 94014
9. City of East Palo Alto: East Palo Alto Senior Center Inc.	56 Bell Street East Palo Alto, CA 94303
10. City of Menlo Park Senior Center	110 Terminal Avenue Menlo Park, CA 94015
11. City of Millbrae Recreation Department Senior Activities	623 Magnolia Avenue Millbrae, CA 94030
12. City of Pacifica Senior Services Center	540 Crespi Drive Pacifica, CA 94044
13. City of San Bruno Senior Center	1555 Crystal Springs Road San Bruno, CA 94066
14. City of San Mateo Senior Center	2645 Alameda de las Pulgas San Mateo, CA 94403
15. City of San Mateo Martin Luther King Community Center	725 Mount Diablo San Mateo, CA 94401
16. City of South San Francisco Adult Day Care	601 Grand Avenue South San Francisco, CA 94080
17. City of South San Francisco Magnolia Senior Center	601 Grand Avenue South San Francisco, CA 94080
18. Coastsides Adult Day Health Center	925 Main Street Half Moon Bay, 94019
19. Edgewood Center for Children and Families	957B Industrial Road San Carlos, CA 94070
20. Family Caregiver Alliance	101 Montgomery, Suite #2150 San Francisco, CA



	94103
21. Fair Oaks Community Center	2600 Middlefield Road Redwood City, CA 94063
22. Foster City Senior Wing	650 Shell Blvd. Foster City, CA 94014
23. Hospital Consortium of San Mateo County	222 W. 39th Avenue San Mateo, CA 94403
24. Kimochi, Inc.	1715 Buchanan St. San Francisco, CA 94115
25. Legal Aid Society of San Mateo County	330 Twin Dolphin Drive, Suite 123 Redwood City, CA 94065
26. Ombudsman Services of San Mateo County, Inc.	711 Nevada Street Redwood City, CA 94061
27. Peninsula Family Service	24-2nd Avenue San Mateo, CA 94401
28. Peninsula Volunteers, Inc. Rosener House	500 Arbor Road Menlo Park, CA 94025
29. Peninsula Volunteers, Inc. Little House	800 Middle Avenue Menlo Park, CA 94025
30. Ron Robinson Senior Care Center San Mateo Medical Center	222 39th Avenue San Mateo, CA 94403
31. San Carlos Adult Community Center	601 Chestnut Street San Carlos, CA 94070
32. San Mateo County Aging and Adult Services	2000 Alameda de les Pulgas, San Mateo, CA94403
33. Second Harvest Food Bank Brown Bag Program	1051 Bing Street San Carlos, CA 94070
34. Self Help for the Elderly/HICAP	50 East 5th Avenue San Mateo, CA 94401
35. Senior Coastsiders	535 Kelly Avenue Half Moon Bay, CA 94019
36. Sequoia Hospital Health and Wellness Center	749 Brewster Redwood City, CA 94063
37. Veterans Memorial Senior Center	1455 Madison Avenue Redwood City, CA 94061

## Attachment H

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

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#### DEFINITIONS

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

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 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 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

#### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

## **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

## **PERMISSIBLE REQUESTS BY COUNTY**

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

## **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

## ATTACHMENT I

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

---

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

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

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

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

**Name of 504 Person:**

**Name of Contractor(s):**

**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."

## RESOLUTION NO. 080316

BOARD OF SUPERVISORS, ACTING AS THE GOVERNING BOARD OF THE AREA  
AGENCY ON AGING FOR THE COUNTY OF SAN MATEO  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION A) AUTHORIZING THE CHIEF OF SAN MATEO COUNTY HEALTH OR THE CHIEF'S DESIGNEE TO ENTER INTO FUNDING AGREEMENT(S) WITH THE CALIFORNIA DEPARTMENT OF AGING TO ACCEPT OLDER AMERICANS ACT FUNDS FOR PROGRAMS AND SERVICES UNDER TITLE III, TITLE VII, OMBUDSMAN, AND HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM; AND B) AUTHORIZING THE CHIEF OF SAN MATEO COUNTY HEALTH OR THE CHIEF'S DESIGNEE TO EXECUTE OLDER AMERICANS ACT COMMUNITY PROVIDER AGREEMENTS, FOR THE TERM OF APRIL 1, 2024 THROUGH JUNE 30, 2025, IN AN AMOUNT NOT TO EXCEED \$6,016,915

---

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California acting as the Governing Board of the Area Agency on Aging for the County of San Mateo, that

**WHEREAS**, this Board has designated the County's Aging and Adult Services (AAS) division as the Area Agency on Aging of San Mateo County to provide services pursuant to the Older Americans Act (OAA); and

**WHEREAS**, the California Department of Aging (CDA) will present to the County for its consideration and acceptance the following funded program agreements (specific agreement numbers listed after the program name) in reference of MOU # AAA-2425-08: OAA Title III, Title VII, Ombudsman (AP-2425-08), Health Insurance Counseling and Advocacy Program (HI-2425-08), and AAS will work with community contractors to provide these programs during or for the term of April 1, 2024 through June 30, 2025; and

**WHEREAS**, in February 2022, AAS conducted a Request for Proposals for the provision of OAA services to older adults and adults with disabilities for the term July 1, 2022, through June 30, 2026, and 21 providers were selected.



**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Chief of San Mateo County Health or the Chief's designee is authorized and directed to execute said funding agreement(s) with CDA for and on behalf of the County of San Mateo.

**BE IT FURTHER RESOLVED** that the Chief of San Mateo County Health or the Chief's designee is authorized and directed to sign the MOU issued by CDA, prepare and execute FY 2024-25 OAA provider agreements to qualified providers as described in the transmitted memorandum accompanying this resolution in a total amount not to exceed \$6,016,915 during or for the term of April 1, 2024 through June 30, 2025, as well as to accept and disburse OAA funds.

**BE IT FURTHER RESOLVED** that the Chief of San Mateo County Health or the Chief's designee is authorized to sign future MOU amendments with CDA, execute amendments to individual provider agreements modifying the County's maximum fiscal obligation, and/or modifying the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions, including future one-time-only funds or additional funds, received and allocated for the contract period.

\* \* \* \* \*

RESOLUTION NUMBER: 080316

*Regularly passed and adopted this 7<sup>th</sup> day of May, 2024*

*AYES and in favor of said resolution:*

*Supervisors:*

DAVE PINE

NOELIA CORZO

RAY MUELLER

WARREN SLOCUM

DAVID J. CANEPA

*NOES and against said resolution:*

*Supervisors:*

NONE



*President, Board of Supervisors  
County of San Mateo  
State of California*

***Certificate of Delivery***

*I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.*



*Deputy Clerk of the Board of Supervisors*