



**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

**VENDOR INFORMATION PACKET**  
**(Vendor application is a separate document)**

**INTRODUCTION**

The Ventura County Area Agency on Aging (VCAAA) is seeking qualified individuals, public and private nonprofit services, and private for-profit organizations to provide services for these programs:

- ElderHelp Program (EHP),
- Elder Abuse XE (EA-XE), and/or
- Multipurpose Senior Services Programs (MSSP)

The following services are specifically being sought: safe return and medical alert bracelets, money management, transportation services (appropriate for frail seniors and/or disabled adults), home repair and/or home safety modification, biohazard cleaning & waste management (i.e. ability to remove and dispose of potentially pathogenic substances), adaptive equipment/non-medical home equipment (MUST be a contracted provider with both Medi-Cal and Medicare for wheelchairs, threshold ramps, hospital beds, walkers, etc.), respite, personal care, chore and homemaker assistance, and home delivered meals.

Bilingual Spanish speaking individuals providing services to seniors and/or disabled adults are encouraged to apply. Prior to any agency, company, or individual being granted a contract, the applicant(s) will be required to complete a standard vendor application packet and supply proof of all required licensing and/or insurance required by the California Department of Aging (CDA) and the County of Ventura. This application process will be ongoing.

All requests to contract will be subject to review by the Ventura County Area Agency on Aging and will depend upon receipt of federal and state funds. Funds will be available beginning July 1, 2018, and ending June 30, 2019. Contracts may be renegotiated annually to provide services. For more information concerning the vendor application process, contact Connie Riedmiller, at (805) 477-7345.

**APPLICATION PROCESS**

Prospective vendors must complete a vendor application. Applicants should read the service specifications in this packet and refer to them when completing page 1 of the application (under "List Services to be Provided Based on Vendor Specifications"). Please do not submit proof of insurance, licenses, certifications, etc. with the application. If awarded a contract, submission of these documents will be a contract contingency. Applications will be reviewed and evaluated. Successful applicants will be awarded a contract. Vendors not selected will be notified in writing.



**REQUEST FOR VENDORS**  
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**CONTACT INFORMATION FOR VENDORS**

Address:	Ventura County Area Agency on Aging 646 County Square Drive, Suite 100, Ventura, CA 93003-9086	
Phone:	(805) 477-7300	
Website:	<a href="http://vcaaa.org">vcaaa.org</a>	
<b>AREAS OF RESPONSIBILITY</b>		<b>CONTACT</b>
<b><i>Fiscal &amp; Contracts</i></b>		
Contracts; budgets; review of monthly expenditure request for funds, and audit of proof of expenses (contract resolution)	Brian Murphy, Fiscal & Contracts Manager Phone: (805) 477-7315 Email: <a href="mailto:brian.murphy@ventura.org">brian.murphy@ventura.org</a>	
Payments to vendors; expense monitoring; vendor insurance coverage and contract renewals.	Connie Riedmiller, Fiscal Technician Phone: (805) 477-7345 Email: <a href="mailto:connie.riedmiller@ventura.org">connie.riedmiller@ventura.org</a>	
<b><i>Programs Utilizing Vendors</i></b>		
ElderHelp (EHP)	Jason Sagar, Program Coordinator Phone: (805) 477-7334 Email: <a href="mailto:elder.help@ventura.org">elder.help@ventura.org</a>	
Multipurpose Senior Services Program (MSSP) Care Management	Susan Guffee, Supervising Case Manager Phone: (805) 477-7325 Email: <a href="mailto:susan.guffee@ventura.org">susan.guffee@ventura.org</a>	
Elder Abuse XE Program	Donna Caskey, Program Coordinator Phone: (805) 477-7317 Email: <a href="mailto:VCAAA.ElderAbuse@ventura.org">VCAAA.ElderAbuse@ventura.org</a>	
Senior Nutrition Program	Marleen Canniff, Grants Administrator Phone: (805) 477-7311 Email: <a href="mailto:marleen.canniff@ventura.org">marleen.canniff@ventura.org</a>	

**ACRONYMS**

<b>CDA</b>	California Department of Aging
<b>EA-XE</b>	Elder Abuse XE Program
<b>EHP</b>	ElderHelp Program
<b>HHA</b>	Home Health Agency
<b>IHSS</b>	In-Home Support Services
<b>MSSP</b>	Multipurpose Senior Services Program
<b>RCFE</b>	Residential Care Facility for the Elderly
<b>SNP</b>	Senior Nutrition Program
<b>VCAAA</b>	Ventura County Area Agency on Aging



**REQUEST FOR VENDORS**  
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**VENDOR SERVICE DESCRIPTIONS FOR FY 2018-2019**

<p><b>PERSONAL SERVICES:</b></p> <ul style="list-style-type: none"> <li>• Chore Services</li> <li>• Personal Care Services</li> <li>• Homemaker Services</li> <li>• Respite Care, In Home</li> <li>• Money Management</li> <li>• Home-Delivered Meals</li> <li>• Congregate Meals</li> <li>• Transportation</li> </ul>	<p><b>DEVICES AND EQUIPMENT:</b></p> <ul style="list-style-type: none"> <li>• Minor Home Repairs &amp; Adaptive Equipment; Home Modifications and Personal Security</li> <li>• Communication Devices</li> <li>• Non-Medical Home Equipment</li> </ul>
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**PERSONAL SERVICES**

Service	CHORE SERVICES
Clientele	EHP, EA-XE and MSSP clients
Unit Type	Hour
Unit Rate	To be determined
Vendor Types	Two (2) types of vendors may be designated: home health agency (HHA) and/or an agency licensed to provide non-medical chore services.
Description	<p>Assistance such as heavy housework, yard work or sidewalk and other home maintenance for a person; household cleaning and supplies, laundry (including the services of a commercial laundry or dry cleaner), shopping and food preparation. Chore services relate to the performance of household tasks rather than care of the client. Client cannot be living in a RCFE.</p> <p>➔ Vendor agencies are also needed to provide biohazard cleaning and waste management that includes the ability to remove and dispose of potentially pathogenic substances.</p>
License Requirements	Business license required for non-HHAs License by California Department of Health Services required for HHAs
Insurance Requirements	General liability and/or Professional liability and Automobile Liability
Certification	Medicare (HHAs only)
Other Standards	All individuals performing chore services must: be a U.S. citizen or legal alien; be 18 years of age or older; have a Social Security card; be able to read, write, carry out directions, and maintain simple records; have reliable transportation available; be able to communicate changes in the client's status and/or family; and be physically capable of performing the work required.



**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

<b>Service</b>	<b>PERSONAL CARE SERVICES</b>
Clientele	EHP, EA-XE and MSSP clients
Unit Type	Unit type may be 1 hour, 1 day or 1 visit depending upon the program being served
Unit Rate	To be determined
Vendor Types	Two types of vendors may be designated: home health agency and/or agencies licensed to provide non-medical personal care services.
Description	Personal care services provide assistance, stand-by assistance, supervision or cues to maintain bodily hygiene, personal safety, and activities of daily living such as with eating, bathing, toileting, transferring in/out of bed/chair, walking, dressing, grooming. These tasks are limited to non-medical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting with walking, and moving the individual from place to place (e.g., transferring).
License Requirements	Business license required for non-home health agencies (HHAs) License by California Department of Health Services required for HHAs
Certification	HHA only – Medicare
Insurance Requirements	General liability and/or Professional liability and Automobile Liability
Other Standards	Vendors must adhere to state and federal guidelines regarding nondiscriminatory hiring. All individuals must: be a U.S. citizen or legal alien; be 18 years of age; have a Social Security card; be able to read, write, carry out directions and maintain simple records; have reliable transportation; be able to communicate changes in the client's status and/or family; and be physically capable of performing the work required.
<b>Service</b>	<b>HOMEMAKER SERVICES</b>
Clientele	EHP, EA-XE and MSSP clients
Unit Type	Hour
Unit Rate	To be determined
Vendor Types	Two (2) types of vendors may be designated: home health agency (HHA) and/or an agency licensed to provide homemaker services.
Description	Assistance such as preparing meals, shopping for personal and household items, using the telephone or doing light housework. For non-MSSP clients, homemaker services may also provide money management.
License Requirements	Business license required for non-HHAs License by California Department of Health Services required for HHAs
Insurance Requirements	General liability and/or Professional liability and Automobile liability
Other Standards	All individuals performing chore services must: be a U.S. citizen or legal alien; be 18 years of age; have a Social Security card; be able to read, write, carry out directions and maintain simple records; have reliable transportation available; be able to communicate changes in the client's status and/or family; and be physically capable of performing the work required.



**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

<b>Service</b>	<b>RESPIRE CARE, IN-HOME</b>
Clientele	EHP, EA-XE and MSSP clients
Unit Type	Hour
Unit Rate	To be determined
Vendor Types	Two (2) types of vendors may be designated: home health agency (HHA) and/or an agency licensed to provide homemaker services.
Description	Respite care includes the supervision and care of the frail elderly client living at home while the family or other individuals who normally provide unpaid, informal care take a short-term relief or respite (which allows them to continue as caregivers). Respite may be to cover emergencies, temporary absences or extended absences of the caregiver.
License Requirements	Business license required for non-HHAs Licensed by California Department of Health Services required for HHAs
Insurance Requirements	General liability and/or Professional liability and Automobile liability
Other Standards	A non-HHA selected to provide non-medical respite in the home may also be licensed to perform chore and personal care services, and must have a valid business license. HHA vendors must be licensed by California Department of Health Services to provide non-medical respite in the home, chore and personal care services. Vendors must adhere to state and federal guidelines regarding nondiscriminatory hiring. All individuals performing chore services must: be a U.S. citizen or legal alien; be 18 years of age; have a Social Security card; be able to read, write, carry out directions, and maintain simple records; have reliable transportation available; be able to communicate changes in the client's status and/or family; and be physically capable of performing the work required.

<b>Service</b>	<b>MONEY MANAGEMENT</b>
Clientele	MSSP clients
Unit Type	1 unit = 1 hour or 1 unit = 1 visit
Description	To assist the client with activities related to managing money and the effective handling of financial resources. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management or performing substitute payee.
License Requirements	Business License
Insurance Requirements	General liability and/or Professional liability and Automobile liability Person providing services must be bonded



**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

Service	TRANSPORTATION
Clientele	EHP, EA-XE and MSSP clients
Service Type	Service type may be one-way trip or escort; door-to-door and/or curb-to-curb. <b>To Applicants:</b> Please specify on page 1 of the application form service type(s) and unit type(s) you are willing to provide.
Service Unit	Service unit may be hourly or one-way trip depending on the program.
Unit Rate	To be determined
Description	<p>Non-emergency medical transportation to health and social service providers and for other purposes as directed for frail elderly clients who have limited mobility and/or functional disabilities and who may need specialized vehicles (such as to accommodate a wheelchair) and/or an escort.</p> <p>Escort services may be authorized for those clients who cannot manage to travel alone, and require assistance beyond what is normally offered by the transportation provider. Vendors providing this service must use trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.</p>
License Requirements	Drivers must possess a valid Class II or III driver's license issued by the California State Department of Motor Vehicles. Vehicles must have current license tags from the California Department of Motor Vehicles. Contractor must have Business License.
Insurance Requirements	General Liability and/or Professional Liability and Automobile Liability Any contractor providing drivers for the program must provide documentation that adequate vehicle insurance/automobile liability coverage is in effect during the life of the service contract.
Other Standards	Providers of transportation services must be either a properly registered private non-profit or licensed proprietary agency. Providers of escort services must be experienced in serving the needs and conditions of the frail elderly.



**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

**DEVICES AND EQUIPMENT**

Service	MINOR HOME REPAIRS AND ADAPTIVE EQUIPMENT; HOME (RESIDENTIAL) MODIFICATIONS AND PERSONAL SECURITY
Clientele	EHP and MSSP clients
Unit Type	One occurrence (one-time only - MSSP) 1 unit = 1 product (ElderHelp)
Unit Rate	To be determined
Vendor Types	There are two types of vendors: (1) Licensed building or general contractors and (2) handyman.
Description	<p><b><u>MSSP:</u></b>  <b>Minor Home Repairs and Adaptive Equipment</b> consists of products and installation of products that are necessary to ensure a client's accessibility, safety and security. Examples: ramps, handrails/grab bars, and items above what is covered by the MSSP State Plan, electrical wiring, smoke alarms, and locks, etc. Minor home repairs do not involve major structural changes or repairs to the dwelling.</p> <p><b><u>ELDERHELP:</u></b>  <b>Personal Security</b> devices that aid in keeping the home environment secure and safe for the client. Examples: medical alert, alarms, assistive devices (including provision of assistive technology services and assistive technology devices) and grab-bars. <b>Home Modifications</b> are residential modifications that help make it possible for an older adult to remain in his/her home and that are not available under other programs. Includes minor home repairs/renovations needed to meet safety, health issues, and code standards.</p>
Restrictions	These services are available only to clients who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the residence to adapt to special client needs. Before providing service for a client who is a renter, written permission must be obtained from the landlord (including provision for removal of modifications, if necessary) before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.
License Requirements	Building/general contractors must be licensed through California Department of Consumer Affairs, and have a business license. Vendors providing handyman services must have a business license.
Insurance Requirements	General Liability and/or Professional Liability and Automobile Liability
Other Standards	Construction jobs greater than \$500 must be performed by a licensed contractor who is bonded, insured and has a local business license.





**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

Service Name	COMMUNICATION DEVICE
Clientele	MSSP clients
Unit Type	1 unit = One-Time-Only, or 1 unit = Monthly
Unit Rate	To be determined
Description	<p>The rental/purchase of 24-hour emergency assistance services, or installation of a telephone, to assist in communication (excluding hearing aids, eye appliances, and monthly telephone charges) for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. The following are allowable: 24-hour answering/paging; beepers; medic-alert type bracelets/pendants; Intercoms; Life-lines; Wander-alerts; monitoring services; light fixture adaptations (blinking lights, etc.); telephone adaptive devices not available from the telephone company; other electronic devices/services designed for emergency assistance.</p> <p>Telephone installation or reactivation of service will only be authorized to allow the use of telephone-based electronic response systems where the client has no telephone, or for the isolated client who has no telephone and who resides where the telephone is the only means of communicating health needs.</p>
License Requirements	Business License
Insurance Requirements	General Liability and/or Professional Liability and Automobile Liability
Other Standards	Electronic communication/response devices used by MSSP must be in general use, thus insuring reliability over time. Product warranties and servicing must also be available. A secondary type of communication device, such as identification bracelets or cards, etc. used in case of emergency may also be purchased from various legitimate community organizations or associations.





**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

<b>Service Name</b>	<b>NON-MEDICAL HOME EQUIPMENT</b>
Clientele	EHP and MSSP clients
Unit Type	1 unit = 1 occurrence (one-time only)
Unit Rate	To be determined
Description	Non-Medical Home Equipment includes those assistive devices, appliances and supplies that are necessary to assure the client's health, safety and independence. This service includes the purchase or repair of nonmedical home equipment and appliances such as refrigerators, stoves, microwave ovens, blenders, kitchenware, heaters, air conditioners, fans, washing machines, dryers, vacuum cleaners, furniture (i.e., couches, lamps, tables, chairs [including recliners and lift chairs]), mattresses and bedding, and emergency supply kits.
License Requirements	Business License
Insurance Requirements	General Liability
Other Standards	Contractor MUST be a contracted provider with both Medi-Cal and Medicare for wheelchairs, threshold ramps, hospital beds, walkers, etc.

<b>Service Name</b>	<b>HOME-DELIVERED MEALS</b>
Clientele	SNP clients
Unit Type	1 unit = 1 home-delivered meal
Unit Rate	\$6.75 per meal
Description	Serve qualified meals to individuals deemed eligible for a senior nutrition meal by the county. Purchase food and other supplies as needed from Jordano's Food Service or any other supplier.
License Requirements	Business License
Insurance Requirements	General Liability and/or Professional Liability and Automobile Liability
Other Standards	

<b>Service Name</b>	<b>CONGREGATE MEALS</b>
Clientele	SNP clients
Unit Type	1 unit = 1 congregate meal
Unit Rate	\$6.50 per meal
Description	Serve qualified meals to individuals deemed eligible for a senior nutrition meal by the county. Purchase food and other supplies as needed from Jordano's Food Service or any other supplier.
License Requirements	Business License
Insurance Requirements	General Liability and/or Professional Liability and Automobile Liability
Other Standards	



**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

**COUNTY OF VENTURA REQUIREMENTS OF CONTRACTORS**

Contractors are required to execute a contract agreement. Listed below are some key requirements contained in the agreement. PLEASE READ BEFORE SUBMITTING APPLICATION.

**Insurance Requirements**

Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this agreement, adequate liability insurance to cover all activities of Contractor necessary to fulfill Contractor's obligations under this Agreement. It is understood and agreed that the Area Agency reserves the right to determine the type and extent of insurance that may be required:

1. Prior to commencement of any contract, contractor shall provide the VCAAA proof of the following insurance:
  - (a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
  - (b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
  - (c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
  - (d) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Does not apply to all contractors.
2. All insurance required shall be primary coverage in respect to the Area Agency and the County of Ventura, and any insurance or self-insurance maintained by the Area Agency and the County of Ventura shall be in excess of Contractor's insurance coverage and shall not contribute to it.
3. The County of Ventura and the Ventura County Area Agency on Aging are to be named as Additional Insured with respect to work done by Contractor under the terms of this Agreement on all policies required (except Workers' Compensation).
4. Contractor agrees to waive all rights of subrogation against the County of Ventura and the Ventura County Area Agency on Aging for losses arising directly or indirectly from the



**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

activities and/or work performed by Contractor under the terms of this agreement (applies only to Commercial General Liability and Workers' Compensation).

5. The Area Agency is to be notified immediately if any aggregate insurance limit is not met. Additional coverage must be purchased to meet requirements.
6. Policies will not be canceled, non-renewed, or reduced in scope of coverage at any time that said policies are required by this agreement until after 30 days' written notice has been given to the Area Agency and approved in writing by the Area Agency. If the reason for cancellation is non-payment of the insurance premium, 10 days' written notice is acceptable.
7. Contractor agrees to provide the Area Agency with the following insurance documents on or before the effective date of this contract:
  - (a) Certificates of Insurance for all required coverages. The Area Agency shall be named the certificate holder and the address must be listed on the certificate.
  - (b) Additional Insured endorsements naming the Area Agency and the County of Ventura and authorized with a signature by the insurance carrier.
  - (c) Waiver of Subrogation endorsement (aka: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).
8. If Contractor fails to maintain insurance as required, Area Agency shall have the right, but not the duty, to purchase any such required insurance on Contractor's behalf (a) utilizing grant funds and/or (b) with Contractor obligated to reimburse Area Agency promptly for all such costs not paid by Area Agency directly out of grant funds. Failure to maintain adequate insurance and/or bonds pursuant to Article XVI(a) hereof shall constitute a material breach for which the Area Agency may terminate this Agreement effectively by giving written notice to Contractor, or as other indicated in said notice. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor from liability in excess of such coverage, nor shall it preclude Area Agency from taking such other actions as are available to it under any other provisions of this Agreement or otherwise by law.
9. If the Professional Liability coverage is "claims made," Contractor must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of this agreement OR Contractor must purchase an extended reporting period endorsement (tail coverage). The Area Agency may withhold final payments due until satisfactory evidence of the tail coverage is provided by Contractor to the Area Agency.



**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

**Living Wage Ordinance**

This contract is subject to the County of Ventura Living Wage Ordinance (“Ordinance”). The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952 (f). Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years.

**Exemptions:**

- Students age 21
- Person earning academic credits regardless of age
- Volunteers.
- Small Employer: Employs less than 5 full-time persons for each working day in 20 or more days per year
- Collective Bargaining: Entity operating under a Collective Bargaining Agreement
- In-Home Support Service Workers (IHSS)
- Board and Care Services
- Printing/Copying Services

**Excluded services:**

- Contract subject to Federal or State Laws (e.g., Prevailing Wage Construction contracts)
- Contracts between County and Governmental entity
- Contracts between County and Financial/Banking institution
- Contract for professional services requiring specialized skill or licensure (e.g., Consultant, Lawyer, Doctor, Experts, etc.)
- Contract between County and Non-Profit Corporation (IRS Code Section 501(c)(3))

For more information go to: <http://www.ventura.org/government-affairs/living-wage-ordinance>

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

A contractor must certify to the best of its knowledge and belief that it and its subcontractors:

- (a) Are not presently debarred, suspended, proposed for disbarment, and declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in



**REQUEST FOR VENDORS**  
**Contract Period**  
**July 1, 2018 through June 30, 2019**

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.

- (c) 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 (b) of this certification.
- (d) Have not within a three-year period preceding this application had any public transaction (federal, state, or local) terminated for cause or default.

Information Integrity and Security

Entities contracting with the County of Ventura/VCAAA must protect from unauthorized disclosure the names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any participant. This provision shall remain in force even after termination of the contract. A contractor cannot use such identifying information for any other purpose than carrying out contractor's obligations under this agreement. 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.

A contractor cannot, 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 Area Agency and/or the California Department of Aging without prior written authorization from the Area Agency and/or the California Department of Aging. A contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

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

A contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives). The Grantee shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.