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AAA4 Program Memo / Bulletin

TO: AAA4 Funded Partners	NO: A4B2017-06
SUBJECT: Alert to Contract Language Changes; Amend Policy or Procedure	DATE ISSUED: July 24, 2017
REFERENCES:	AMENDS: A4B 2017 4
PROGRAMS AFFECTED: [x] ALL [] Title III-B [] Title III C-1 [] Title III C-2 [] Title III-D [] Title III-E [] HICAP [] OTO [] Other	
PURPOSE OF BULLETIN: [x] Amend Policy or Procedure [] Clarification [x] Information: Alert	
FOR INQUIRIES CONTACT: For programmatic, fiscal or data reporting assistance, please contact your Regional Services Specialist.	

The purpose of this bulletin is:

- To alert all Funded Partners to new contract language regarding Technology, Data and Reporting requirements to include all Subcontractors and Vendors; and
- To amend the MIS and client level data entry monthly reporting due date . This amendment does not affect HICAP or Ombudsman programs.

Contract Terms and Conditions Language Changes regarding Technology Requirements; Data Reporting; Information Integrity and Security

The following language in Article X-A was contained in the 2017-19 Request for Proposal:

Article X: Reports

- Technology Requirements:** FUNDED PARTNER must have at least one computer with Windows 7 or 10 operating system; a processor of 2GZ or faster, 8GB Ram, 500GB hard drive; a continuous working DSL or better Internet connection; Internet Explorer 10 or equivalent browser; Microsoft Office 2013; and, staff knowledgeable or trained in database management and/or database entry to meet monthly, quarterly, and/or annual reporting requirements.
- No changes in contract language
- Data Reporting:** FUNDED PARTNERS providing services defined as Registered Services are required to collect and enter client level data in the A4AA designated data collection application. **Such client and service unit data entry must be completed by the 10th calendar day of each month** during the Contract Agreement. FUNDED PARTNERS providing **services defined as Non-Registered Services are required to submit scope of service (aka MIS) data by the 10th calendar day of each month** during the Contract Agreement. FUNDED PARTNERS may also be required to submit additional data at the request of A4AA

Client level data is identified in the Suggested Intake Forms provided by A4AA. FUNDED PARTNERS may develop client intake forms containing all A4AA required data and that have been approved by A4AA.

This is an AMENDMENT to A4B 2017-2, and is a CHANGE from the 15th calendar day of the month to the 10th, and includes MIS Data and entry of client level data for Registered Services.

The following bold language is new in the 2017-18 Contract Agreement:

Article I: Definitions and Resolutions of Language Conflicts

- F. "Subcontractor" is the legal entity that receives funds from the Funded Partners to perform some or all necessary day to day service functions identified in this Contract Agreement. **"Subcontract Agreement" means any form of legal agreement supported by funds from this Contract Agreement.**
- G. **"Vendor" means an entity selling goods or services to the FUNDED PARTNER or Subcontractor during the FUNDED PARTNER'S or Subcontractor's performance of the Agreement. Guidance: OMB Circular A-133 Section 210.**

Article II Assurances, Section C: Information Integrity and Security

C. Information Integrity and Security

1) Information Assets:

The FUNDED PARTNER, **and its Subcontractors and 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).

2) Encryption on Portable Computing Devices

The FUNDED PARTNER, **its Subcontractors and Vendors**, are required to encrypt (or use an equally effective measure), any data collected under this Contract 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).

3) Disclosure

- a. The FUNDED PARTNER, **its Subcontractors and Vendors**, shall ensure that all confidential, sensitive and/or personal identifying 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.
- b. The FUNDED PARTNER, **its Subcontractors and 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 Contract Agreement, except for statistical information not identifying any participant.
- c. No changes in contract language
- d. The FUNDED PARTNER, **its Subcontractors and Vendors**, shall not use confidential, sensitive and/or personal identifying information for any purpose other than carrying out the FUNDED PARTNER obligations under this Contract Agreement.
- e. The FUNDED PARTNER, **its Subcontractors and Vendors**, shall not, except as otherwise specifically authorized or required by this Contract Agreement or court order, disclose any identifying information obtained under the terms of this Contract Agreement to anyone other than the A4AA

- and CDA without prior written authorization from CDA. The FUNDED PARTNER may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The FUNDED PARTNER, its Subcontractors and 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 FUNDED PARTNER accept such blanket authorization from any participant.

4) Security Awareness Training/Education

- a. **The FUNDED PARTNER's employees, its Subcontractors and Vendors, and volunteers handling confidential, sensitive and/or personal identifying information** must complete the Security Awareness Training module located on CDA's website, www.aging.ca.gov within 30 days of the start date of Contract Agreement or within 30 days of the start date of any new employee, subcontractor, or volunteer. The FUNDED PARTNER must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. Such training must be provided at least annually.

5) and 6) No changes in contract language

7) Notification of Security Breach to Data Subjects

- a. Notice must be given by the FUNDED PARTNER **and/or its Subcontractor and/or its Vendors** to anyone whose confidential, sensitive and/or personal identifying information could have been breached.

8) Software Maintenance

The FUNDED PARTNER, **its Subcontractors and 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 used.

9) Electronic Backups

The FUNDED PARTNER, **its Subcontractors and Vendors**, shall ensure that all electronic information pertaining to A4AA is protected by performing regular backups of files and databases, and ensure the availability of information assets for continued business. **The FUNDED PARTNER, its Subcontractors and Vendors shall ensure that all data, files and backup files are encrypted.**

Effective Date:

These changes are effective upon execution of the 2017-2018 Contract Agreement. Please share this information with appropriate staff.

Technical Assistance:

For programmatic, fiscal or data reporting assistance, please contact your Regional Services Specialist (RSS).