

**Elderly Nutrition Program  
Records Retention Guidance  
April 2006**

The following records retention guidelines have been developed in order to assist Area Agencies on Aging (AAA) and Elderly Nutrition Program providers.

**General Guidelines**

All programs should use the following:

- Federal and State regulations regarding records.
- Area Plan contract requirements.
- Record retention guidelines established by your agency or organization.

**Federal Regulatory Authority**

- Fiscal – Office of Management and Budget (OMB) Circulars for your specific program
- Program – Older Americans Act and 45 Code of Federal Regulations (CFR) - Health and Human Services

**State Regulatory Authority**

- Mello-Ganlund Older Californian's Act – Welfare and Institutions Code Sections 9000-90023
- California Code of Regulations, Title 22, Section 7500, Service Requirements – General and Section 7636 Elderly Nutrition Program Provider Administration
- California Uniform Retail Food Facilities Law (CURFFL)
- California Department of Aging – Area Plan Contract – Exhibit D

**Excerpts from the above sources:**

**Federal**

- Fiscal – OMB Circulars for your specific program – Generally three years after submission of expenditure reports.

**State**

- Program - Title 22 Section 7500 – Service Requirements - General
  - (a) Each AAA shall assure that all service providers comply with the responsibilities set forth in 45 CFR 1321.65 and 1321.67.
  - (b) Service providers shall not disclose any information about an older individual, or obtained from an older individual in a form that identifies that person, without written consent of the individual or his/her legal representative. Records with client names, addresses and phone numbers shall:
    - (1) Be available only to authorized service staff assisting the individual.
    - (2) Remain in secure, locked file or secure area to protect confidentiality of the records.

(3) Be removed from data or information used for reporting and planning purposes and from data or information made available to the public unless the consent of the older individual is obtained.

- CURFFL
    - Food Handlers Certificate – current on file at all times and available for inspection
    - Food Facility Inspections – a copy of the most recent inspection report shall be maintained at the food facility. The food facility shall post a notice advising patrons that a copy of the most recent inspection report is available for review by interested parties.
    - Temperature charts and records – generally for 90 days
    - Calibration records – not less than two years
    - Training – not less than two years (or for the duration of employment)
  - Area Plan Contract
    - Special Terms and Conditions - Exhibit D
- ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE, CONFLICTS
- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:
1. Standard Agreement (STD 213), etc., and any amendments thereto;
  2. Scope of work, Exhibit A;
  3. Special terms and conditions Exhibit D;
  4. General terms and conditions, Exhibit C;
  5. Budget Detail and Payment Provisions, Exhibit B and Additional Provisions, Exhibit E, and
  6. Any other documents incorporated herein by reference.

#### ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the “Financial Closeout Report” to the audited financial statements, a summary worksheet of results from the contract resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, 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 State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents at any time during normal business hours. **All such records must be maintained and made available by the Contractor (a) until an audit resolution report has been issued or unless otherwise authorized in writing by the Department’s Audit Branch; (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article; and (c) for such longer period as the Department 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 Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement and are returned to the Department or transferred to another Contractor as instructed by the Department.
- 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 State 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 State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

#### ARTICLE VII. PROPERTY

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

1. Date acquired;
2. Property description (include model number);
3. Property identification number (serial number);
4. Cost or other basis of valuation;
5. Fund source; and
6. Rate of depreciation (or depreciation schedule), if applicable.

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