

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

555



**FROM :** Office on Aging

**SUBMITTAL DATE:**

June 11, 2012

**SUBJECT:** Approval of Sole Source Agreement with Second Harvest Food Bank

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve a one-year Agreement with Second Harvest Food Bank in the amount of \$27,000; and
- 2) Direct the Clerk of the Board to retain (1) original copy of the agreement and return (3) copies to the Office on Aging for further processing.

**BACKGROUND:** The Older Americans Act intends that the area agency on aging shall be the leader relative to all aging issues on behalf of older persons in the planning and service area.  
(Continued on Page 2)

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY Samuel Wong 7/5/12  
SAMUEL WONG

Edward F. Walsh  
Edward F. Walsh, Director

**FINANCIAL  
DATA**

Current F.Y. Total Cost: \$ 27,000.00  
Current F.Y. Net County Cost: \$ 0  
Annual Net County Cost: \$ 0

In Current Year Budget: Yes  
Budget Adjustment: No  
For Fiscal Year: 12/13

**SOURCE OF FUNDS:** Federal 100%

Positions To Be Deleted Per A-30 ☐  
Requires 4/5 Vote ☐

**C.E.O. RECOMMENDATION:**

APPROVE

**County Executive Office Signature**

BY Lani Sioson  
Lani Sioson

Dep't Recomm.: ☐ Policy ☒ Policy  
Consent ☐ Consent ☒ Consent  
Per Exec. Ofc.: ☐ Policy ☒ Policy

**SUBJECT:** Approval of Sole Source Agreement with Second Harvest Food Bank

**BACKGROUND:** (Continued)

This means that the Office on Aging shall proactively carry out a wide range of functions related to advocacy, planning, coordination, interagency linkages, information sharing, brokering, monitoring and evaluation, designed to lead to the development or enhancement of comprehensive and coordinated community based systems in, or serving, each community in the Planning and Service Area. One of the many programs that has been supported by the Office on Aging and by the Older Californians Act in prior years is the Senior Surplus Food Distribution Program. The program's primary goal is to increase availability and accessibility of surplus food and other food products to older persons and underserved areas. By ensuring the availability and accessibility of surplus produce and other food products the Department promotes the independence and quality of life and its maintenance for seniors living on low incomes.

The supplier being requested is Second Harvest Food Bank. Second Harvest is a primary source for food distribution in the county. The organization does not purchase food for distribution. All food products received are free. This results in a program that is able to operate in the most cost-effective manner. The Food Bank is also a member of the National Food Bank Network. As a member, the supplier has access to food product from over 450 corporations, wholesalers, farmers, retailers, brokers, local food drives and individuals. They have been operating a senior food distribution program for over a decade and are aware of the needs of seniors and community resources available. They also have extensive knowledge and experience with state and federal program regulations and guidelines relating to senior food distribution as the supplier responsible for administering senior food distribution through the Brown Bag Program. The Brown Bag Program was eliminated by the state in 2010.

The total agreement amount is \$27,000 to provide senior surplus food distribution to individuals 60 years of age or older, with emphasis on those in economic need throughout Riverside County. The period of performance is one-year, July 1, 2012 through June 30, 2013. Future funding for this program is uncertain.

The Office of County Counsel has approved this agreement as to form.

**FINANCIAL:** No additional County funds requested.

**ATTACHMENT:** Form # 116-333 Sole Source Justification

**CONCUR/EXECUTE:** County Purchasing

Date: June 11, 2012

From: Edward F. Walsh, Director Department/Agency: Riverside County Office on Aging

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Senior Surplus Food Distribution

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

**1. Supply/Service being requested:**

Surplus food distribution to individuals 60 years of age or older, with emphasis on those in economic need throughout Riverside County.

**2. Supplier being requested:** Second Harvest Food Bank

**3. Alternative suppliers that can or might be able to provide supply/service:** Second Harvest Food Bank is the primary source for food products for many of the agencies that might be able provide this service. As a member agency of Feeding America, Second Harvest Food Bank is able to access food from national manufacturers such as Kraft, Del Monte, Kellogg's, plus more than a thousand other corporations. All the food they receive is free. Second Harvest does not purchase food to distribute. The existing contractor, Second Harvest Food Bank, is operationally positioned to provide cost effective service for the coming year. Future funding for this program is highly questionable.

**4. Extent of market search conducted:** There is only one other food bank that is a member of Feeding America network in Riverside County but it does not operate in the areas being served.

**5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Second Harvest Food Bank is the primary source for food distribution to non-profit agencies. It is also the only food bank in the county that is affiliated with Feeding America, the National Food Bank Network that is operationally positioned to provide cost effective service for this coming year based. Feeding America has developed and implemented standards of operations and monitors all operations regularly. In addition, Second Harvest has substantial experience with the administration of an Older Americans Act funded surplus food distribution program that specifically targets seniors that are in need and at nutritional risk. Second Harvest Food Bank operates a similar income-based program for seniors resulting in program efficiency and cost savings.

**6. Reasons why my department requires these unique features and what benefit will accrue to the county:** Second Harvest is a primary source for food distribution in the county. They do not purchase food for distribution resulting in a program that is able to operate in the most cost-effective manner. In addition, as a member of the National Food Bank Network, the supplier has access to food product from over 450 corporations, wholesalers, farmers, retailers, brokers, local food drives and individuals. They have been operating a senior food distribution program for over a decade and are aware of the needs of seniors and community resources available. They also have extensive knowledge and experience with complex state and federal program regulations and guidelines relating to senior food distribution.

**7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** The total contract amount is \$27,000. The cost is \$1.80 per bag of food. Second Harvest does not purchase food to distribute. Administrative costs and overhead are held to a

minimum so that resources can be channeled toward getting food to seniors in need. There are no ongoing maintenance or ancillary costs.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No obligation beyond the one-year contract.

9. Period of Performance:

Period of performance is one-year, July 1, 2012 through June 30, 2013.

*(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)*

Edward F. Walsh 6/25/12  
Department Head Signature Date  
Edward F. Walsh, Director

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove  
Not to exceed: \$ 27,000 One time Annual Amount through 6-30-2013  
[Signature] 6-26-12 13-018  
Purchasing Agent Date Approval Number  
(Reference on Purchasing Documents)

Amendment Number:

1. This Agreement is entered into between the Riverside County Agency and Contractor named below.

Riverside County Agency Name  
Office on Aging

Contractor Name  
Second Harvest Food Bank

2. The term of this Agreement is: July 1, 2012 through June 30, 2013

3. Maximum amount of this Agreement: \$27,000.00  
Twenty Seven Thousand

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Attachment A Scope of Work  
Title IIIB - Community Service Income Support/Material Aid

Attachment B Individual Contractor Allocations  
Title IIIB - Community Service Income Support/Material Aid

Attachment C Contract Budget Program Activity  
Title IIIB - Community Service Income Support/Material Aid

Exhibit A

Exhibit B

Exhibit D

Exhibit E

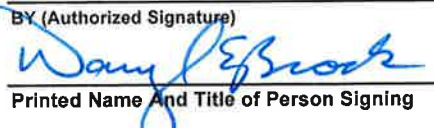
FORM APPROVED COUNTY COUNSEL

BY:   
NEAL R. KIPNIS

DATE

The Office on Aging obligations stated in the attached Exhibits shall be obligations of the Contract under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Contractor		County of Riverside	
Contractor Name: SECOND HARVEST FOOD BANK		Agency Name:	
BY (Authorized Signature) 	Date Signed 5/18/2012	BY (Authorized Signature)	Date Signed
Printed Name And Title of Person Signing Daryl E. Brock, Executive Director		Printed Name And Title of Person Signing	
Address  2950-B Jefferson Riverside, CA 92504		Address	

## ATTACHMENT A

### SCOPE OF WORK FY 2012 – 2013

#### Second Harvest Food Bank

#### TITLE IIIB COMMUNITY SERVICE INCOME SUPPORT/MATERIAL AID

##### I. PROGRAM SPECIFICATIONS

###### A. Program # Unit of Service

Definition – bag of food distributed

- |    |   |                    |
|----|---|--------------------|
| 1. | Unit Measurement:                               | 1 bag per client ✓ |
| 2. | Units of Service/Clients Served:                |                    |
| a. | Units of Service to be Provided Under Contract: | 15,000 _____ ✓     |
| b. | Unit Rate:                                      | \$1.80 _____       |
| c. | Number of New Clients to be Served:             | 25 _____           |
| d. | Number of New Minorities to be Served:          | 25 _____           |
| e. | Number of Clients in Target Groups:             | 25 _____           |

##### II. INTAKE/SCREEN FORMS

Contractor must use the "**New Senior Intake Form**", 100x, (OoA Form 2), for each **new** client served, and take appropriate measures to ensure confidentiality of such client information. **A copy of this form for each new senior served during the reporting month must be submitted to the Office on Aging along with the Monthly Supportive Services Report and Request for Reimbursement.**

##### III. STAFFING PLAN

See attached organizational chart and job descriptions. Sites and food bank have bilingual personnel in English and Spanish only.

## ATTACHMENT A

### IV. PLAN OF ACTION

Briefly answer the following questions about the program/services to be provided under this Contract. If you use additional pages, please repeat the question(s) with your answers.

- A. Describe the day-to-day activities you will undertake to provide this service, i.e., how you will reach out to specific neighborhoods, how you will handle referrals, record keeping, etc."

We will deliver donated products to sites who have completed their intake process on a regularly scheduled basis, so that we know how many bags of food to deliver. Volunteers keep track of the numbers, sign-in sheets, registrations, etc. and forward them to the food bank. All data is maintained in the food bank. Product is selected, evaluated and prepared for delivery in the food bank, unloaded at the site on distribution day, on their pre-scheduled day and time. See the attached list of sites and locations.

- B. Hours/days of operation:

See attached site listing spreadsheet

- C. Describe the geographic area(s), Target Area Group TAG), your program will serve:

See attached site listing spreadsheet

- D. Describe how you will find and serve, or involve members of target population groups:

Via local contacts with site volunteers and other locations. Program expansion is not possible because of the limited funds of the contract.

- E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:

As we have for the past 19 years, we will coordinate with the local sites, the Office on Aging and any other entity that is required.

- F. Include other pertinent\unique information about your program:

. All product is donated, and thus, we have no control over what is available for distribution. We will make every effort to provide variety and volume of nutritious product, depending on what is donated.

SFS DISTRIBUTION LIST FY 2012 - 2013				Revised: May 17, 2012		
SITE	DELIVERY	ADDRESS:	CITY, STATE & ZIP:	COORD NAME	PHONE	
5 BEAUMONT	3RD TUES	550 E. 6TH ST Senior Center	Beaumont, Ca. 92223 Sr. Ctr Director	Nell Welch (Home) Usha Shah	845-7432 769-8539 * Fx 769-1372	
1 CORONA	3RD WED	921 S. Belle Corona Senior Center	Corona, CA. 91720 Site Coordinator	Tina Beaudoin Tina's direct line 736-2462	736-2363 call Tina if rpts late	
2 CREEKSIDE	4TH THURS	4291 Monroe	Riverside, Ca. 92504	Kassie Richardson	687-0268 * Fx 687-9471	
2 DALES	2ND FRIDAY	3847 Terracina Dr All Saints Episcopal Church	Riverside, Ca. 92506 Betty Hass	Merrill Darlington (Office)> 656-5102 (Home)> 683-8466	683-8466 656-5102 (Cell) 275-3252	
6 HEMET	1ST THURS	340 S. Palm Salvation Army Pearl E. Rogers Corp.	Hemet, Ca. 92544 Community Ctr	Sarah Bailey (cell 330-9096)) Shirley Ritschel (ppr wrk)	791-9497 EXT.100 fx 925-5796	
3 HOMELAND	4TH TUES	31336 Hwy 74 New Life Fellowship Church	Homeland Ca. 92548	Cruz Samanto	926-0131 home 251-3991	
6 IDYLLWILD	1ST TUES	53830 Toll Gate Family History Center	Idyllwild, Ca. 92549 659-4679	Dennis Byers Gary Busher (ppr wrk)	659-5489 - 675-0139 cell 659-2998 - 334-0972 cell	
3 MEAD VLY	2ND WED	Sr. Center 19450 Clark St	Perris, Ca. 92570	Theresa Denham Sr Svc Dir. Willie Stringer	657-0685	
6 SAN JACINTO	2ND TUES	157 Ramona Blvd (Lions Club) Community Center	San Jacinto, Ca. 92583	Gloria Hernandez David Hutton 925-9474 (Home)>	657-0686 * Fx 657-9208 Lions Club 805-3364 684-9557	
2 WHISPERING FOUNTAINS	2ND FRIDAY	4790 Jackson St	Riverside, Ca. 92503	Patty Melendez(949-295-5803)	687-3777 * Fx 687-8933	



## ATTACHMENT B

Contracts for Services Fiscal Year 2012/2013  
Vendor #11284

Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Dollar Amount	Total Contract Amount per Provider
Second Harvest Food Bank 2950-B Jefferson Riverside, CA 92504		Title IIIB Community Service	Income Support/Material Aid	1 Client Service	93.044	15,000	\$1.80	\$27,000.00	\$27,000.00

**COUNTY OF RIVERSIDE  
OFFICE ON AGING  
CONTRACTOR BUDGET  
Fiscal Year 2012/2013**

Contractor: Second Harvest Food Bank

Program and Service: Title IIIB - Income Support/Material Aid

Vendor# 11284

SECTION B - REPORT OF EXPENDITURES							
BUDGET LINE ITEMS	1 OOA *CONTRACT BUDGET	2 PROGRAM INCOME	3 IN-KIND MATCH	4 CASH MATCH	5 OOA EXPENDED THIS MO.	6 OOA EXPENDED YTD	7 OOA BALANCE OF EXP.
PERSONNEL	27,000.00						
						0.00	
Volunteers (in-kind match)			6,750.00			0.00	
						0.00	
Subtotal Personnel:	27,000.00	0.00	6,750.00	0.00	0.00	0.00	0.00
FRINGE BENEFITS							
Workers Compensation Ins. (program match)				2,700.00		0.00	
						0.00	
						0.00	
Subtotal Fringe Benefits	0.00	0.00	0.00	2,700.00	0.00	0.00	0.00
TRAVEL						0.00	
EQUIPMENT						0.00	
SERVICE AND SUPPLIES (OTHER):							
Accounting						0.00	
Staff Training						0.00	
Contracts/Consultants						0.00	
Telephone						0.00	
Postage						0.00	
Advertising						0.00	
Rent						0.00	
Insurance						0.00	
Utilities						0.00	
Repair						0.00	
Copying/Printing						0.00	
Other		2,000.00				0.00	
Subtotal Service & Supplies (Other)	0.00	2,000.00	6,750.00	2,700.00	0.00	0.00	0.00
TOTAL COSTS	27,000.00	2,000.00	6,750.00	2,700.00	0.00	0.00	

\* "Contract Budget" column amounts are the total dollars (including Office on Aging Contract funds) projected in your budget for specified line items. (See Contract Budget Pages)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/2/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of California, Inc. 500 N. State College Blvd. Suite 400 Orange CA 92868		<b>CONTACT NAME:</b> Tara Hemmingsen <b>PHONE /A/C. No. Ext.:</b> (714) 221-1800 <b>FAX /A/C. No.:</b> (714) 221-4196 <b>E-MAIL ADDRESS:</b> themmingsen@bbsocal.com	
<b>INSURED</b> Second Harvest Food Bank 2950-B Jefferson St Riverside CA 92504		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity <b>INSURER B:</b> Williamsburg National Insurance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 18058 25780	

**COVERAGES** **CERTIFICATE NUMBER:** CL1111206667 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK790463	11/1/2011	11/1/2012	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COM/OP AGG \$ 2,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK790463	11/1/2011	11/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						Uninsured motorist combined \$ 60,000	
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b>						EACH OCCURRENCE \$
			OCCUR CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WCMWIL5026509	11/1/2011	11/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY REGARDING OPERATIONS OF THE NAMED INSURED.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Camilo Sharpe/THEMMI



# INSURANCE BINDER

DATE (MM/DD/YYYY)  
11/2/2011

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Brown & Brown of California, Inc. 500 N. State College Blvd. Suite 400 Orange CA 92868		COMPANY Williamsburg National Insurance Company		BINDER # B1111217488	
PHONE (A/C, No, Ext): (714) 221-1800		FAX (A/C, No): (714) 221-4196			
CODE: 00081010		SUB CODE:			
INSURED Second Harvest Food Bank 2950-B Jefferson St Riverside CA 92504		DATE 11/1/2011		EFFECTIVE TIME 12:01	
		X AM		EXPIRATION DATE 12/1/2011	
		PM		X 12:01 AM	
				NOON	
THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: WCMWIL5026509					
DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)					

## COVERAGES

## LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		EACH OCCURRENCE		\$
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$
		PRODUCTS - COMP/OP AGG		\$
VEHICLE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
VEHICLE PHYSICAL DAMAGE DED COLLISION: OTHER THAN COL:	ALL VEHICLES SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT		\$
GARAGE LIABILITY ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	WC & Employer's liability	Y WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT	\$	1,000,000
		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
		E.L. DISEASE - POLICY LIMIT	\$	1,000,000
SPECIAL CONDITIONS / OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM	\$	\$80,504

## NAME &amp; ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE Camilo Sharpe/THEMMI	

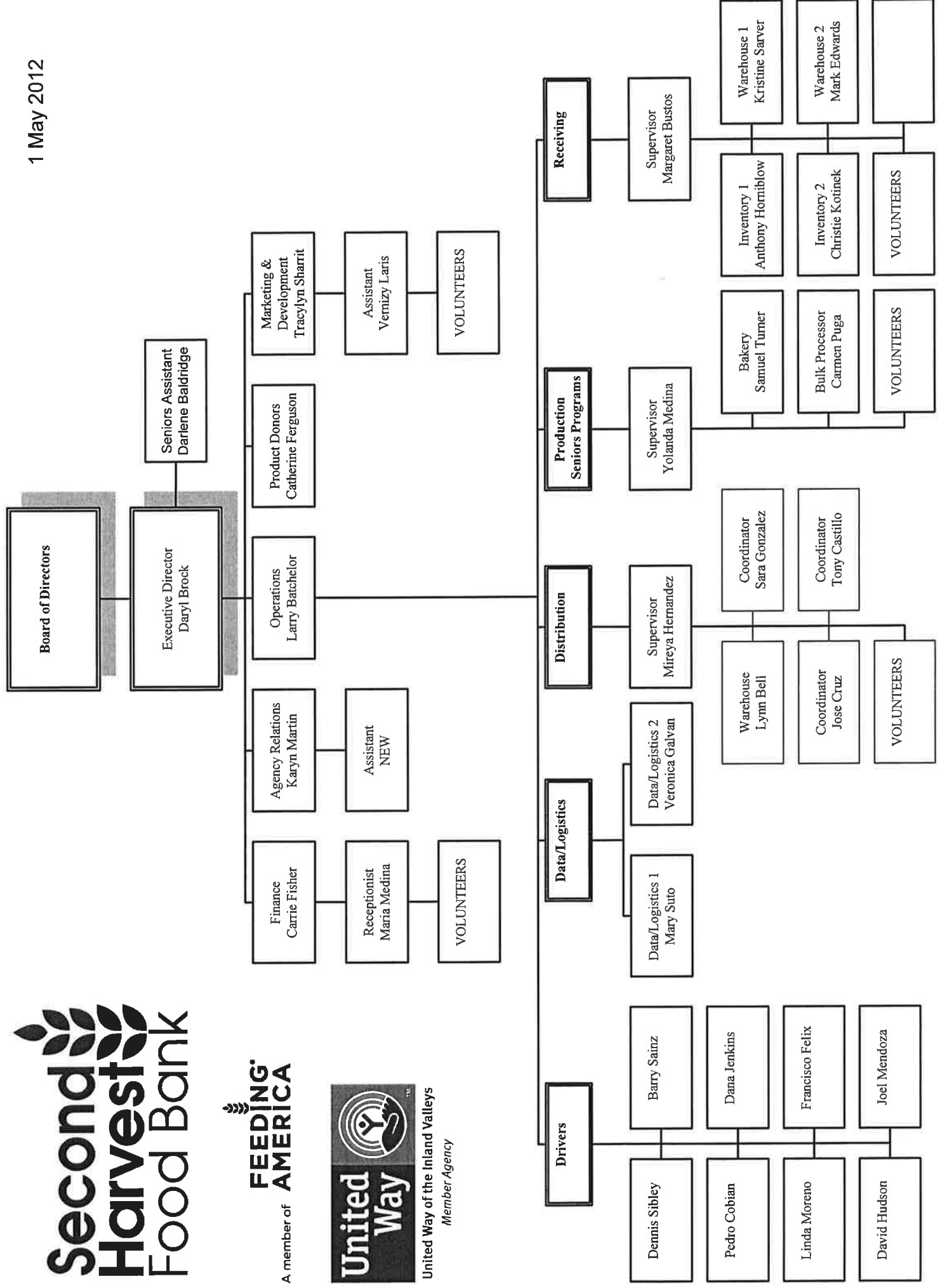
March 9, 2012

The Board of Directors of Second Harvest Food Bank approves the following resolution:

The Board of Directors of Second Harvest Food Bank hereby authorizes Executive Director Daryl E. Brock to execute a contract with the Riverside County Office on Aging to utilize Older Americans Act Title III-B funds for the distribution of surplus food products to senior citizens during FY 1 July 2012 to 30 June 2013. Daryl E. Brock or his appointed representative is authorized to sign any and all contract related paperwork.



Gregory Wilkinson  
Chairman, Board of Directors  
Second Harvest Food Bank



### **JOB DESCRIPTION**

POSITION: **PRODUCTION SUPERVISOR, Seniors Programs**  
COMPANY: Second Harvest Food Bank serving Riverside and San Bernardino Counties  
LOCATION: Riverside, California  
SUPERVISOR: Director of Operations, Executive Director (indirectly)

### **PRINCIPAL FUNCTION**

To supervise and coordinate volunteers in sorting, bagging and processing donations of product for Senior Citizen food distribution programs. To develop and train volunteers to staff the program. To ensure that all activities are performed in a safe and proper manner. To maintain paperwork as required.

### **SUPERVISION RECEIVED**

Receives direct supervision from the Director of Operations and indirect supervision from the Executive Director.

### **SUPERVISION EXERCISED**

Supervises volunteers and productions assistants assigned to position

### **PRINCIPAL DUTIES**

1. Develop a resource of volunteers to sort, bag, and process donated food.
2. Train volunteers in proper methods of sorting, lifting, and safety procedures.
3. Coordinate production and delivery schedules with the Director of Seniors Programs.
4. Ensure that proper quantities of product are available for scheduled deliveries.
5. Ensure adequate supplies are available to perform functions required.
6. Maintain paperwork as required.
7. Supervise all activities relating to the Senior food distribution programs inside the warehouse.
8. Other duties as assigned.

### **QUALIFICATIONS**

Able to communicate well in writing and verbally. Able to work with people of all types. Able to perform minor math and simple paperwork and filing tasks. Able to work with limited supervision, and to maintain positive relations with volunteers. Able to perform physical tasks. Able to operate warehouse equipment in a safe and proper manner. Ability to speak Spanish desired but not required.

### **JOB DESCRIPTION**

POSITION: **SENIOR'S PROGRAMS ASSISTANT**  
COMPANY: Second Harvest Food Bank serving Riverside and San Bernardino Counties  
LOCATION Riverside, California  
SUPERVISOR Director of Seniors Programs

### **PRINCIPAL FUNCTION**

To assist the Director of Seniors Programs in the administration of the Brown Bag Program and the Senior Food Sharing Program. To computerize site information for the creation of distribution paperwork, membership paperwork and any other paperwork that might be required.

### **SUPERVISION RECEIVED**

Receives direct supervision from Director of Seniors Programs.

### **SUPERVISION EXERCISED**

Supervises any volunteers that might be assigned to accomplish job.

### **PRINCIPAL DUTIES**

1. To assist the Director of Seniors Programs as needed.
2. To computerize the membership data of each site in the Brown Bag Program and the Senior Food
3. To create and issue membership cards to each participant.
4. To assist in the preparing of monthly, quarterly, and annual reports.
5. To monitor activity of participants at each site as needed.
6. To help prepare any other necessary paperwork needed for the programs.
7. Other duties as assigned.

### **QUALIFICATIONS**

Ability to communicate well in writing and verbally. Bilingual in Spanish desired but not required. Able to work well with senior citizens, volunteers, and people of all ethnic backgrounds. Must have strong computer and typing skills. Able to perform simple math functions.



### **JOB DESCRIPTION**

**POSITION:** **BAKERY PRODUCTION COORDINATOR**  
**COMPANY:** Second Harvest Food Bank serving Riverside and San Bernardino Counties  
**LOCATION:** Riverside, California  
**SUPERVISOR:** Production Supervisor, Receiving Supervisor, Director of Operations (indirectly)

### **PRINCIPAL FUNCTION**

To sort all incoming bakery products and stock charity distribution area with the greatest amount of product for charity distribution. To coordinate the sorting and boxing of bakery goods for distribution through the various seniors programs. To ensure that all activities are performed in a safe and proper manner. To maintain paperwork as required.

### **SUPERVISION RECEIVED**

Receives direct supervision from Production Supervisor, Receiving Supervisor; and indirect supervision from Director of Operations.

### **SUPERVISION EXERCISED**

Supervises any volunteers that might be assigned to the position.

### **PRINCIPAL DUTIES**

1. Develop and train volunteers to sort, box and process donated bakery products.
2. Train volunteers in the proper methods of sorting, lifting and safety procedures.
3. Coordinate the production and delivery of product for seniors programs.
4. Ensure proper quantities of product is available for scheduled deliveries.
5. Ensure the maximum amount of bakery product is available for distribution to charities.
6. Maintain paperwork as required.

### **QUALIFICATIONS**

Able to communicate well verbally and in writing. Able to work with a variety of people. Able to perform simple math and maintain proper paperwork. Able to work with minimal supervision and maintain positive relations with all volunteers. Able to perform physical labor, and operate a variety of warehouse equipment safely and properly. Bilingual in Spanish desired but not required.

### **JOB DESCRIPTION**

POSITION: **DRIVER Class A**  
COMPANY: Second Harvest Food Bank serving Riverside and San Bernardino Counties  
LOCATION: Riverside, California  
SUPERVISOR: Director of Operations, Receiving Supervisor

### **PRINCIPAL FUNCTION**

To collect product donated to the Food Bank from various donors, and to deliver product to various program distribution sites. To maintain good public relations with the donors and recipients as well as the public at large. To operate all vehicles in a safe and proper manner. To load and unload vehicles, and to assist in the warehouse as needed.

### **SUPERVISION RECEIVED**

Receives direct supervision from the the Director of Operations and the Receiving Supervisor.

### **SUPERVISION EXERCISED**

Supervises any volunteers that might be assigned to help with this position (excludes volunteers from operating any equipment).

### **PRINCIPAL DUTIES**

1. Meets scheduling requirements in a safe and proper manner.
2. Operates all equipment in a safe and responsible manner. Checks equipment daily for problems, keeps equipment clean and sanitary, loads and unloads equipment, and helps other drivers as needed.
3. Ensures proper actions are performed while at all donor facilities, and that donor requirements are met at all times.
4. Maintains all appropriate paperwork daily and ensures all paperwork is completed by the end of each day.
5. Ensures that all safety procedures are followed at all times, and caution is exercised continuously.
6. Other duties as assigned.

### **QUALIFICATIONS**

Must have a current, valid California Class A drivers license with a current clean DMV printout. Must maintain a current, valid California Class A drivers license, and maintain approval by our insurance company or employee will be terminated. Capable of following instructions, written and verbal, and able to communicate well both in writing and verbally. Able to maintain appropriate paperwork. Capable of driving a variety of trucks with manual transmission and 2 speed rear axle. Capable of strenuous physical labor and able to lift 100 pounds at a time. Ability to speak Spanish desired but not required. Able to perform simple math.

[illegible]

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

**ARTICLE I. DEFINITIONS**

**A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS**

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and Department Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-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.
5. **Priority Services** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, 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 current Dietary Guidelines for Americans, 2005.
7. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2005.

ARTICLE I. DEFINITIONS (Continued)

8. **Nutrition Services Incentive Program (NSIP)** is the name for the United States Department of Agriculture (USDA) cash allotment or commodity program. The purpose of the program is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals.
9. **Title III D (Disease Prevention and Health Promotion Services)** means a variety of activities to maintain or improve the physical, mental, and nutritional health of older persons, to include the following specific activities: disease prevention, health promotion education, nutrition education, nutrition counseling, nutrition risk screening services, medication management, home security, equipment, family support, community education/advocacy, information, outreach, physical fitness, therapy, and comprehensive assessment.

Medication Management means “medication screening and education to prevent incorrect medication and adverse drug reactions” and is a required service with a separate funding allocation.
10. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
  - a. Voluntary contributions received from a participant or responsible party as a result of services.
  - 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 sale of items fabricated under a contract agreement.
11. **One-Time-Only** include the following:
  - a. Titles III and VII federal funds allocated to the Office on Aging in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). (Title 22 CCR 7314).
  - b. Title III and VII federal funds recovered from the Office on Aging as a result of a fiscal audit determination and resolution by the Department.

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

- c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the Department as a result of the federal re-allotment process.
  - 12. **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.
  - 13. **Eligible Service Population** for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].
- B. DEFINITIONS SPECIFIC TO TITLE III E—FAMILY CAREGIVER SUPPORT PROGRAM (FCSP)
- 1. **Program Requirements** means requirements found in the Older Americans Act (OAA), Title III, Part E, Sections 371 through 374.
  - 2. **Eligible Service Population** for Title III E means:
    - a. A Family Caregiver
    - b. A Grandparent or Older Individual Who is a Relative Caregiver
  - 3. **A Family Caregiver** is defined in Title III, Part A, Sections 302(3) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. "Family Caregiver" is used interchangeably with "informal caregiver". "Informal" means that the care is not provided as part of a public or private formal service program.

A Family Caregiver provides care without pay. FCSP funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.

The broader term "Caregiver" as defined in Title I, Section 102(18)(B) of the OAA is not applicable to Title III of the OAA since it also means an individual who—voluntarily or because of compensation—has responsibility for the care of an older individual and is providing this care on behalf of the Family Caregiver or on behalf of a public or private agency or organization.

4. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria in Title III, Part E, Section 372 (3) of the OAA.
  - a. Lives with a child (but is not the older adult parent of the child or individual of any age with a disability;
  - b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
  - c. Has legal relationship with child, as such legal custody or guardianship, or is raising the child informally.
5. **An Older Individual Receiving Care (Care Receiver)** is defined as one who is 60 years of age or older, or an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction [Title III, Part, A Section 302(3); Title I, Section 102(22)]. Family Caregivers cannot receive FCSP-funded respite and supplemental services specified in paragraph 7 of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26), which requires that the Care Receiver is unable to perform at least two activities of daily living (ADLs) [i.e., human assistance is needed for eating, toileting, continence, transferring in/out of bed or chair, bathing, dressing] or requires substantial supervision due to a cognitive or other mental impairment.
6. **A Child (who receives care from a Grandparent or Older Individual who is a Relative Caregiver)** is defined in Title III, Part E, Section 372(a)(1) of the OAA as an individual who is not more than 18 years of age or is an individual (of any age) with a disability.
7. **Individual with Severe Disabilities** is defined in Title I, Section 102(48) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in 3 or more of the following areas of major life activity:
  - a. Self-care,
  - b. Receptive and expressive language,
  - c. Learning,
  - d. Mobility,

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

- e. Self-direction,
- f. Capacity for Independent Living,
- g. Economic self-sufficiency,
- h. Cognitive functioning, and
- i. Emotional adjustment.

8. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregiver training (individual or group) to assist the caregivers in the areas of health, nutrition, and financial literacy, and in making decisions and solving problems relating to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e) (1), the Department has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the Department publishes periodically, as necessary.

The following apply to the Respite service category above:

- a. “Respite Care” is the provision of temporary, substitute supports or living arrangements for care receivers and may be provided (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreational outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
- b. “Temporarily” means a brief period of relief or rest from a caregivers responsibilities during a limited time period, and could be provided on the following basis:
  - (1) Intermittent—Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break;
  - (2) Occasional—Time off for the caregiver to attend a special event;
  - (3) Emergency—Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.



**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

c. Title III E funds cannot be used to support the following activities:

- (1) To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
- (2) To temporarily relieve workers from formally paid services (e.g., In-Home Supportive Services or services required to be provided in a licensed facility such as a Residential Care Facility for the Elderly;
- (3) To supplement the service unit cost of “a participant day” at an adult day care program.

d. Title III E Supplemental Funds cannot be used to support the following activities:

- (1) Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
- (2) Providing ongoing assistance to a care receiver living alone;
- (3) Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and
- (4) One-time, end-of-the-year assistance without an identified individual caregiver need.

**C. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)**

1. **State Long-Term Care Ombudsman Program** means the CDA program recognized by the State Legislature and in compliance with the Older Americans Act and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); WIC 9700, 9701(f)].
2. **Office of the Long-Term Care Ombudsman** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Office on Aging. As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the

elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3) (C&F), 712(h); WIC 9710, 9716, 9717].

3. **State Ombudsman** means the individual who serves as the full-time head of the Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the Office on Aging, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including the Office on Aging responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA 21) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); WIC 9711].
4. **Local Ombudsman Program** means either a program of the Office on Aging or its subcontractor that is selected to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 711(3), 712(a)(5)(D); WIC 9701(a)].
5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5); 9701(e), 9719].
6. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to acceptance by the State Ombudsman for certification, the individual is required to complete a minimum of 36 hours of training in accordance with policies and procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); WIC 9719].
7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)]

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), WIC 9701(b). The Local Ombudsman Program may serve residents under 60 years of age if:

- a. A majority of the residents of the facility where the younger person resides are over age 60, and
- b. Such service does not weaken or decrease service to older individuals covered by the Older Americans Act [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996].

D. **DEFINITIONS SPECIFIC TO TITLE VII-B (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES – PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND EXPLOITATION)**

1. **Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) (42 U.S.C. 3058i, OAA Section 721), including:

- a. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
- b. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
- c. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
- d. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the Planning and Service Area.
- e. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

- f. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
- g. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims;
- h. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by the Department to be appropriate.

**ARTICLE II. SCOPE OF WORK**

- A. The Office on Aging shall perform the following for Title III, Title VII, and/or Community-Based Services Programs (CBSP) Programs:
  - 1. Implement the statutory provisions of the Title III and Title VII Programs (OAA, Section 306) in accordance with State and federal laws and regulations. ~~The Office on Aging 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 of, the Department.
  - 2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department 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 the OAA, Section 306(a)(2); and CCR, Section 7312.~~
  - 4. ~~Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:~~

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

- a. ~~Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity, and~~
- b. ~~Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.~~
- 5. ~~The written record/documentation supporting expenditures of Program Development or Coordination activities must be kept on file by the Contractor for three years or until any audit is resolved, whichever is longer.~~
- 6. Meet the requirements under the OAA, Section 301(a)(1) 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.
- 7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
- 8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
- 9. Secure the opportunity for the eligible service population to receive managed in-home and CBSP long-term care services as required under OAA, Section 301(a)(2)(D).
- 10. ~~Maintain or improve Community-Based Services Program (CBSP) services to meet the physical and mental health of older persons, as required under the OAA, Section 361(a) through funding that includes Title III D Disease Prevention and Health Promotion.~~
- 11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
- 12. If federal and/or State funds for meal programs increase, the number of Title III C-1 and C-2 meals served shall be maintained or increased. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
- 13. The Office on Aging shall 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).

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

14. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Office on Aging shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
15. Annually conduct onsite program and fiscal monitoring; evaluate, and document subcontractor performance. [45 CFR Part 1321.11]
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.
17. Distribute and maintain up-to-date Department requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. ~~Maintain a four year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 of each year and the year end report is due by November 1 of each year. The annual update and year end report shall be effective during the same term as this Agreement.~~
20. ~~Maintain a program data collection and reporting system as specified in Exhibit E.~~
21. ~~Limit expenditures for Title III E Supplemental Services to twenty (20) percent of the total Federal and Matching Non Federal share FCSP allocation, as directed per guidance from Administration on Aging.~~
22. ~~Obtain prior approval of the Department for any units of service to be funded under the Title III E Supplemental Services "Other" Category, in accordance with Department policy.~~
23. ~~Expend not more than ten (10) percent of the total federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA Section 373(g)(2)(C).~~
24. ~~Contract Title III case management services only to a public or non-profit agency, as required by the United States Code 42 Section 3026 (a)(8)(C).~~
25. ~~Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the~~

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

~~Office on Aging as specified in subsection (i), (ii), and (iii), of the United States Code 42 Section 3026 (a)(8)(C).~~

- B. The Office on Aging shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i); 9701(a)].
  2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA 712(a)(5)(B)(ii)].
  3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii); WIC 9701(a), 9720].
  4. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289, PC 4675, PC 4700 et seq.].
  5. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this contract. [OAA 712(c)].
  6. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv)].
  7. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA 712(a)(5)(B)(v)].
  8. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].
  9. Carry out other activities that the State Ombudsman determines to be appropriate, including periodic updating of a plan for maintaining an ongoing presence in long-term care facilities, and participation in special initiatives to recruit volunteers to serve as State Certified Ombudsman Representatives. [OAA 712(a)(5)(B)(vii)].

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

10. Have the option to provide additional services, if they do not weaken or decrease required Ombudsman responsibilities and duties, including the following services:
  - a. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [WIC 9726.1(a)].
  - b. Promote visitation programs and other community involvement in long-term care facilities within the service area. [WIC 9726.1(b&d)].
  - c. Establish (in addition to support) resident, family and friends' councils. [WIC 9726.1(c)].
  - d. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights. [WIC 9726.1(e)].
  - e. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [WIC 9720].
- C. The Office on Aging shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:
  1. Use Federal Citation Penalties Account to provide an increase in the number of certified volunteer Ombudsman staff and volunteers that provide services to residents living in Skilled Nursing Facilities (SNF) and Distinct Part SNFs in acute care hospitals. These programs provide staff and resources to recruit, hire, train, and manage additional volunteer certified Ombudsman volunteers. Allowable expenditures include: increased staffing, office space, equipment and furniture for new staff, increased utilities usage, additional funding for volunteer mileage, training, volunteer recognition activities, and materials and space to conduct community awareness activities.
  2. Ensure that before the funds referred to in paragraph 1 are requested from the Department, the Long-Term Care Ombudsman Program(s) shall submit an annual plan to the Department that includes:



**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

- a. Estimated number of volunteers to be certified during the State fiscal year who will perform Ombudsman activities primarily in SNFs and Distinct Part SNFs in acute care hospitals.
  - b. Number of staff to be hired or number and percentage of additional Full-time Equivalents (FTEs) dedicated to volunteer recruitment activities during the State fiscal year.
  - c. Anticipated time period during which staff will be hired.
  - d. Number and type of community awareness activities for the purpose of recruiting volunteers (e.g., speaking engagements, attending senior fairs, health fairs, etc.) during the State fiscal year.
3. The Office on Aging shall review and approve claims for federal Citation Penalties Account funds.
  4. The Office on Aging shall submit monthly fiscal documents to CDA, as determined by the Department, for federal Citation Penalties Account funds.
- D. ~~The Office on Aging shall perform the following for the Community Based Services Programs (CBSP).~~

~~If the Office on Aging chooses to use CBSP funds for any of the following purposes, the contractor shall agree to the following provisions:~~

~~1. Linkages Program~~

- ~~a. Operate, as a direct or contracted service, a state funded Linkages Program that meets the program standards set forth in the Linkages Program Manual, revised June 2000, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.~~

~~b. Additional Provisions~~

- ~~i. **Eligible Service Population** means: the frail elderly and disabled adult age 18 and older without regard to financial eligibility; live in a geographic area of a state funded case management (Linkages) program; the ability to be maintained in the community with case management; be willing to participate in the program; and be at risk of being placed in an institution.~~
- ~~ii. Have the option to participate in Targeted Case Management (TCM) administered by the Department of~~

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

~~Health Services (DHS). Contractor must comply with Title 42 USC, Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 142000), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State issued policy directives; and with the federal Office of Management and Budget (OMB) Circular A-87, as periodically amended for the operation of TCM.~~

- ~~iii. Have the ability to seek parking penalties, fines, or forfeiture funds collected at the county level pursuant to provisions contained in Section 1465.5 of the Penal Code and Section 42001.13 of the Vehicle Code for violation of Section 22507.9 of the Vehicle Code.~~
- ~~iv. The active targeted monthly caseload shall be at least 100 clients per Linkages site or a ratio of 50:1 for each full time equivalent case manager. A caseload variance of +/- 20 percent (20%) based on the 50:1 ratio is allowed, but the active caseload shall not fall below an 80 percent (80%) client minimum.~~
- ~~v. Maintain a program data collection and reporting system as specified in Exhibit E.~~

~~2. Senior Companion Program~~

- ~~a. Operate, as a direct or contracted service, a Senior Companion (SC) Program with an approved Corporation for National and Community Service (CNCS) provider to implement the statutory provisions of the Domestic and Volunteer Service Act of 1973, as Amended (Title 42 U.S. code, Chapter 26), 45 Code of Federal Regulations (CFR) Parts 1207 and 2551, and in accordance with the 2000 SC Program Operations Handbook as issued by the CNCS ([www.seniorcorps.org](http://www.seniorcorps.org)).~~
- ~~b. Additional Provisions~~
  - ~~i. **Eligible Service Population** means: low income volunteers aged 60 years and older, with an income that falls below the federal eligibility guidelines.~~
  - ~~ii. Provide a tax exempt stipend, a flexible work schedule of 15 to 40 hours per week, [45 CFR 25551.51] and other benefits~~

Scope of Work – Exhibit A – Rev. 5/2012  
AREA PLAN

~~that enable eligible volunteers to participate without incurring personal costs to themselves.~~

- ~~iii. Use a base funding for a Volunteer Service Year (VSY) calculated at a cost per VSY of \$4,675. [CNCS 2006 Programming for National Significance (PNS) Guidance]~~
- ~~iv. No minimum limitation on how the State allocation can be applied in the Volunteer Expense category.~~
- ~~v. If CNCS already has an approved federal SCP provider within the jurisdiction of the Contractor, that federal provider must be given an opportunity to accept the State-funded SC Program through a sole source contract.~~
- ~~vi. If the approved federal SC Program provider waives its interest in a State-funded SC Program, the Contractor must secure the approval of the CNCS to procure through the competitive bid process prior to issuing any Request for Proposal (RFP).~~
- ~~vii. Any RFP must be approved by the CNCS prior to release.~~
- ~~viii. Maintain a program data collection and reporting system as specified in Exhibit E.~~
- ~~ix. Conduct and document National Service Criminal History Checks on SC volunteers as well as grant funded employees, who serve persons age 60 and older or individuals with disabilities. [Corporation for National and Community Service 45 CFR Part 2551 Subpart B.]~~

~~3. Brown Bag Program~~

- ~~a. Operate, as a direct or contracted service, a state funded Brown Bag Program that meets the program standards set forth in the Brown Bag Manual, revised June, 1999, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.~~
- ~~b. Additional Provisions~~
  - ~~i. **Eligible Service Population** means: individuals 60 years of age or older with an income no higher than that of the annual basic benefit level provided under the State Supplementary Payment (SSP) Program for a blind recipient [California Welfare and Institutions Code, Division 8.5, Chapter 7.5,~~

Scope of Work – Exhibit A – Rev. 5/2012  
AREA PLAN

~~Section 9543(b)]. If it is determined that a surplus of foodstuffs exists, the program may also provide these services to persons 60 years of age or older with an income that does not exceed 125 percent of the maximum SSP income level. [Section 9543(c)].~~

- ~~ii. No minimum dollar amount or specified numbers of contractors are required.~~
- ~~iii. Maintain a program data collection and reporting system as specified in Exhibit E.~~

~~4. Respite Purchase of Service (RPOS)~~

- ~~a. Operate, as a direct or contracted service, a state funded Respite Purchase of Service (RPOS) program that meets the program standards set forth in the Respite Purchase of Service Manual, revised June 2000, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.~~

~~b. Additional Provisions~~

- ~~i. **Eligible Service Population** means: caregivers of frail elderly adults or adults with functional impairments.~~
- ~~ii. Contracts for RPOS are not tied to the Linkages Program and can be contracted as a separate service.~~
- ~~iii. Maintain a program data collection and reporting system as specified in Exhibit E.~~

~~5. Alzheimer's Day Care Resource Center (ADCRC)~~

- ~~a. Operate, as a direct or contracted service, a state funded ADCRC for the purpose of developing an enhanced program infrastructure that enables a day care provider to provide services successfully to persons with moderate to severe Alzheimer's disease or related dementia as well as support to their families and caregivers as set forth in the Alzheimer's Day Care Resource Center Policy and Procedure Manual, revised July 2000, and in any other subsequent program memos, provider bulletins, or similar instructions issued during the term of this Agreement.~~

~~b. Additional Provisions~~

Scope of Work – Exhibit A – Rev. 5/2012  
AREA PLAN

- ~~i. Eligible Service Population means: an individual age 18 and older with Alzheimer's disease, or other dementia-related disorders, particularly in the moderate to severe stages, whose care needs and behavioral problems may make it difficult to participate in existing care programs.~~
- ii. Have the ability to use additional funding sources, including but not limited to, participant fees or share of cost.
- iii. Conduct pre-award and physical plant, safety inspections, and relocation visits.
- ~~iv. The total amount of funds from all sources (CBSP, Program Income, Matching Contributions, and Non-Matching Contributions) that will be used to operate the ADCRC program, must at a minimum total \$80,000.~~
- ~~v. Use of any funds in support of an ADCRC requires each contracted entity to comply with all ADCRC program requirements.~~
- ~~vi. Multiple subcontractors are allowable and satellite sites operated by a subcontractor are no longer tied to a baseline funding allocation.~~
- ~~vii. Subcontractor must have a mechanism in place to ensure that changes in licensing status are reported to the Contractor within 30 days.~~
- ~~viii. Maintain a program data collection and reporting system as specified in Exhibit E.~~
- ~~ix. Ensure that the subcontractor has a current Adult Day Health Care or Adult Day Care license. (W&I 9542(e))~~

~~E. The Office on Aging shall perform the following bilingual and linguistic program services for all programs:~~

~~1. Needs Assessment~~

- ~~a. The Office on Aging shall conduct a cultural and linguistic group needs assessment of the eligible client population in the service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)~~

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

~~The group needs assessment shall take into account the following four factors:~~

- ~~1. Number or proportion of limited English speaking (LEP) persons eligible to be served or likely to be encountered by the program.~~
- ~~2. Frequency with which LEP individuals come in contact with the program.~~
- ~~3. Nature and importance of the services provided to people's lives.~~
- ~~4. Resources available to the Contractor.~~

~~This group needs assessment will serve as the basis for The Office on Aging determination of "reasonable steps" and provide documentary evidence of compliance with Government Code section 11135 et seq. and sections 98000-98382 of Title 22 of the California Code of Regulations.~~

~~b. The Office on Aging shall prepare and make available a report of the findings of the group needs assessment that summarizes the items listed below:~~

- ~~1. Methodologies used.~~
- ~~2. Findings regarding linguistic and cultural needs of non-English or LEP groups.~~
- ~~3. Services proposed to address the needs identified and a timeline for implementation. (Title 22 CCR Section 98310)~~

~~c. The Office on Aging shall maintain a record of the group needs assessment on file at their location at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)~~

~~2. Provision of Services~~

~~a. The Office on Aging shall take reasonable steps, based upon the group needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)~~

~~b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:~~

- ~~1. Interpreters or bilingual providers and provider staff.~~
- ~~2. Contracts with interpreter services.~~

Scope of Work – Exhibit A – Rev. 5/2012  
AREA PLAN

- ~~3. Use of telephone interpreter lines.~~
  - ~~4. Sharing of language assistance materials and services with other providers.~~
  - ~~5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.~~
  - ~~6. Referral to culturally and linguistically appropriate community service programs.~~
- ~~c. Based upon the findings of the group needs assessment, The Office on Aging shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)~~
  - ~~d. The Office on Aging shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at their office at all times during the term of this Agreement. (Title 22 CCR Section 98310)~~
  - ~~e. The Office on Aging shall notify its employees of clients' rights regarding language access and obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by The Office on Aging. (Title 22 CCR Section 98324)~~
  - ~~f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)~~
- ~~3. Compliance Monitoring~~
- ~~a. The Office on Aging shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)~~
  - ~~b. The Office on Aging shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)~~
  - ~~c. The Office on Aging shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (Title 22 CCR Section 98314)~~

**Scope of Work – Exhibit A – Rev. 5/2012**  
**AREA PLAN**

~~4. Notice to Eligible Beneficiaries of Contracted Services~~

- ~~a. The Office on Aging shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)~~
- ~~b. The Office on Aging shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of Government Code section 11135 et seq. (Title 22 CCR Section 98326)~~
- ~~c. The Office on Aging shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR Sections 98211, 98310, 98340)~~



ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman expansion of volunteer recruitment activities in the Budget Act shall be used by the contractor to expand the Long-Term Care Ombudsman Program and shall not be used for activities of any other programs.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County of Riverside in accordance with the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such rates. 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. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Riverside County Office on Aging.
4. 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 this 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.

B. Accountability for Funds

1. The 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.
2. All expenditures pertaining in whole or in part to this Contract shall be supported by appropriate documentation and be clearly identified and readily accessible to the County for a minimum period of five (5) years after completion of an audit and resolution thereof.

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the 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.

**ARTICLE I. FUNDS (Continued)**

**D. Availability of Funds**

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of 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 County by the State or the United States Government Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. **Limitation of County Liability**

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 contract. No legal liability on the part of the county for any payment may arise under this contract until funds are made available and until the Contractor has received an executed contract.

4. **Funding Reduction(s)**

a. If funding for any State fiscal year is reduced or deleted by the State Legislature, or Congress, for the purposes of this program, the County shall have the option to either:

- Terminate the Contractor pursuant to Exhibit D, Article XII, A.
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

b. In the event that County elects to offer an amendment, it shall be mutually understood by both parties that (1) the County reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) that the County shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

5. Funding Adjustment(s)
  - a. Contractor understands that County's budget for these services for all contractors is limited, and County wishes to provide services to the maximum number of recipients. County therefore reserves the option to increase or shift funds of up to 10% of the annual agreement total between contractors. County shall first verify that such funds are currently available prior to processing an amendment to increase or decrease contractor's funding.

**E. Interest Earned**

1. If, as a result of advanced funds, the project earns interest on funds awarded by the County, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.
2. For Title III and VII programs:
  - a. Contractors shall maintain advances of federal funds in interest bearing accounts, unless (1), (2), or (3) apply.
    - (1) The Contractor receives less than \$120,000 in federal awards per year.
    - (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
    - (3) 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.
  - b. Interest earned in excess of \$250 on federal advances deposited in interest bearing accounts shall be remitted annually to the Department.

**F. Program Income**

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income 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 Elder Abuse Prevention programs, Program Income must be spent before contract

funds (except as noted in 4) and may reduce the total amount of contract funds payable to the contractor.

4. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
5. Program Income may not be used to meet the matching requirements of this Agreement.
6. Program Income must be used to expand services.
7. ~~ADGRC client fees may be retained and expended without regard to fiscal year, provided that the income is shown as restricted funds in the accounting records and financial statements of the contractor, and used for costs of the ADGRC.~~

**G. One-Time-Only Funds**

1. Title III, VII & IIIE federal Program One-Time-Only funds shall be used for one-time-only purposes and cannot be used to increase baseline needs. One-Time-Only funds can be used for the following purposes:
  - a. The purchase of equipment which enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects which assist families and/or caregivers to maintain eligible service population in a home environment, as approved by the Department.
  - c. Innovative pilot projects as approved by the Department.
2. NSIP One-Time-Only funds shall be used to purchase food used in the Elderly Nutrition Program.
3. Title IIIB, IIIC-1, IIIC-2, and IIIE federal Administration One-Time-Only funds Shall be used for one-time-only purposes and cannot be used to increase baseline administrative needs.

**H. Matching Contributions**

1. Matching means the value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the contractor, subcontractor, or other local resources.
2. Third party in-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal third parties without charge to the contractor or subcontractor.

## **Budget Detail, Payment Provisions, and Closeout – Exhibit B – Rev. 5/2012**

3. Third party in-kind contributions count towards satisfying a matching requirement only where the payments would be otherwise allowable costs if the party receiving the contributions were to pay for the costs.
4. Third party in-kind contributions must be necessary for the proper and efficient accomplishment of program activities.
5. Costs incurred by the Contractor or subcontractor must be verifiable from the records of the Contractor and subcontractor.
6. Costs must be allowable as outlined in Office of Management and Budget (OMB) circulars and may be cash or in-kind contributions.
7. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
8. Non-Matching Contributions are local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., Title V, Title XX, overmatch, etc.).
9. The valuation of in-kind contributions should be based on:
  - a. Current market value or rates for tangible goods or space
  - b. Local labor market rates (available through the Employment Development Department) for volunteers. However the rates for volunteers may not exceed the rates for regular contractor employees performing like or similar duties.
10. Costs incurred by the contractor or subcontractor must be verifiable from the records of the contractor and subcontractor.
11. Costs must be allowable as outlined in Office of Management and Budget (OMB) circulars and may be cash or in-kind contributions.
12. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
9. Non-Matching Contributions are local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., Title V, Title XX, overmatch, etc.).

## **ARTICLE II. BUDGET AND BUDGET REVISION**

- A. The Contractor shall be compensated for expenses only as itemized in the approved contract budget (~~Exhibit C~~) and shall not be entitled for payment of these expenses until the budget is reviewed and approved by the County.