

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

335



FROM : Office on Aging, Aging Disability Resource Connection

SUBMITTAL DATE:
August 28, 2012

SUBJECT: Contract Agreement between Independent Living Partnership and the Riverside County Office on Aging, Aging and Disability Resource Connection for FY 2012-2013.

RECOMMENDED MOTION: Board of Supervisors:

- 1) Approve the attached agreements between Independent Living Partnership and Office on Aging, Aging Disability Resource Connection (A.D.R.C)
- 2) Sign and date the original agreement and return all 2 signed copies of the agreement to the Office on Aging for further processing.

BACKGROUND: Funds provided under this agreement support the services for Transportation Reimbursement Incentive Project/Assisted Transportation (T.R.I.P) in the sum of \$40,008. These contracted funds will allow the Office on Aging, (A.D.R.C) to provide transportation information, community transportation referrals, full intakes for escorted transportation services to help determine eligibility, additional screening for other services and outreach/education.
Continued...

Edward F. Walsh
Edward F. Walsh, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 40,008	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: Local 100%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jani Sioson*
Jani Sioson
County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 10/2/12
 DATE: _____
 DEPARTMENTAL: SAMUEL WONG
 BY: NEAL R. KIPNIS
 DATE: _____
 FORM APPROVED COUNTY COUNSEL

Consent Policy
 Consent Policy

Dept't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: ATTACHMENTS NEEDED | **District:** All | **Agenda Number:** WITH THE CLERK OF THE BOARD

3.31

SUBJECT: Contract Agreement between Independent Living Partnership and the Riverside County Office on Aging, Aging and Disability Resource Connection for FY 2012-2013.

These contracted funds will also allow the distribution of Partnership materials such as: "Meeting the Challenges" quarterly bulletin, ADA applications, transportation route schedules, public presentations, workshops and maintain all customer records/information in a confidential manner.

The term of the agreement is from July 1st, 2012 through June 30, 2013.

The amount of \$40,008 has already been correctly processed through the countywide recommended budget adopted by the Board of Supervisors on June 11, 2012 and there is no need for any budget adjustments.

There is no impact to County General funds and we are requesting for no additional matching funds.

INDEPENDENT LIVING PARTNERSHIP
AGREEMENT FOR SERVICES
TO BE PROVIDED BY
RIVERSIDE COUNTY OFFICE ON AGING

1. **Parties and Date:** This Agreement is made and entered into this 29th day of JUNE, 2012 by and between the Independent Living Partnership, a California Non-Profit Corporation, hereinafter referred to as "THE PARTNERSHIP" and the Riverside County Office on Aging, hereinafter referred to as "COUNTY."

2. **Recitals:**

2.1 THE PARTNERSHIP operates education and escorted transportation programs, specifically the Transportation Reimbursement and Information Project (T.R.I.P.), throughout Riverside County and recognizes that some of the services provided through those programs require certain skills which are similar to or the same as the skills and experience of staff of COUNTY.

2.2 THE PARTNERSHIP understands the value of cooperation and collaboration between nonprofit organizations and government agencies and believes that non-duplication of services and leveraging of scarce resources are essential to provide the public with a level of service which would not otherwise be possible.

2.3 THE PARTNERSHIP and COUNTY will maintain all records in a confidential manner.

2.4 COUNTY has made a proposal to provide services required by THE PARTNERSHIP and THE PARTNERSHIP has determined these services should be purchased from COUNTY.

3. **Terms:**

3.1 **Services of COUNTY; Definitions:**

A. **Definitions:**

1. **Services - The Services described herein and in Exhibit A attached hereto.**
2. **Effective Date -- The date first herein above written.**

B. **General Scope of Services:** COUNTY shall use the funds

allocated hereunder exclusively to provide the information and referral services as required by THE PARTNERSHIP and as described in Exhibit A, hereto attached, and shall be solely responsible for providing those Services.

C. **Term:** The term of this Agreement shall be from the Effective Date to June 30, 2013, unless terminated at an earlier date as provided herein.

3.2 **Responsibilities of COUNTY:**

A. **Indemnification:** COUNTY shall defend, indemnify and hold THE PARTNERSHIP, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of COUNTY or any of its agents, employees, volunteers, or service providers arising out of or in connection with COUNTY ' s performance of this Agreement, including without limitation the payment of attorneys ' fees. Further, COUNTY shall defend at its own expense, including the payment of attorneys ' fees, THE PARTNERSHIP, its officials, officers, employees and agents in any legal action based upon such acts, omissions or willful misconduct.

B. **Standard of Care, Performance Standards:**

1. COUNTY shall implement the Services in a skillful and competent manner. COUNTY shall be responsible to THE PARTNERSHIP for any errors or omissions in its execution of this Agreement.

2. COUNTY shall meet or exceed the following performance standards for the required Services.

a. COUNTY shall adhere to timelines set forth in this Agreement.

b. COUNTY shall expend THE PARTNERSHIP financial contributions entirely on providing required Services.

c. COUNTY shall provide the required Services in a manner consistent with Exhibit A and other provisions of this agreement.

4. **Responsibilities of THE PARTNERSHIP:**

4.1 **Standards of Performance:** THE PARTNERSHIP shall be responsible to COUNTY for any errors or omissions in its execution of this

Agreement.

4.2 Disbursement of Funds:

A. THE PARTNERSHIP shall disburse up to a total of \$40,008 to COUNTY for contracted Services.

B. Funds, as described in Paragraph 4.2(A), will be paid to COUNTY by THE PARTNERSHIP monthly on the basis of services performed and upon the receipt of an invoice detailing those services as set forth herein and in Exhibit A.

5. Accounting Records:

5.1 Retention of Records: COUNTY shall maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. COUNTY shall allow a Representative of THE PARTNERSHIP during normal business hours to examine, audit and make transcripts or copies of such records. COUNTY shall maintain all work, data, documents, proceedings and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and shall allow inspection hereunder during such time.

5.2 Accounting of Funds: When requested by THE PARTNERSHIP, COUNTY shall within ten (10) business days provide THE PARTNERSHIP with a full reporting and accounting of all funds received from THE PARTNERSHIP during the term of this Agreement.

5.3 Project Reports: COUNTY shall prepare quarterly reports which detail the nature, scope and quantity of Services provided, for review and comments of THE PARTNERSHIP.

6. General Provisions:

6.1 Termination of Agreement:

A. THE PARTNERSHIP may, by written 30-day notice to COUNTY, terminate the whole of this Agreement at any time, with cause. Upon termination, COUNTY shall cease providing Services required under the terms of the Agreement. Upon termination, THE PARTNERSHIP shall be required to pay for all Services already provided under the terms of the Agreement upon presentation of an invoice for said Services.

B. COUNTY may, by written 30-day notice to THE PARTNERSHIP, terminate the whole of this Agreement at any time, with cause. THE

PARTNERSHIP shall be required to pay for all Services already provided under the terms of the Agreement upon presentation of an invoice for said Services.

C. THE PARTNERSHIP may, by written 90-day notice to COUNTY, terminate the whole of this Agreement at any time, without cause. Upon termination, COUNTY shall cease providing Services required under the terms of the Agreement. Upon termination, THE PARTNERSHIP shall be required to pay for all Services already provided under the terms of the Agreement upon presentation of an invoice for said Services.

D. COUNTY may, by written 90-day notice to THE PARTNERSHIP, terminate the whole of this Agreement at any time, without cause. THE PARTNERSHIP shall be required to pay for all Services already provided under the terms of the Agreement upon presentation of an invoice for said Services.

E. In the event this Agreement is terminated as provided in paragraph A or C of this Section, THE PARTNERSHIP may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

F. In the event this Agreement is terminated as provided in paragraph A or C of this Section, each party will be entitled to retain all data, records, customer information, documents, or other documents or materials.

6.2 Delivery of Notices: All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**INDEPENDENT LIVING PARTNERSHIP
6235 Rivercrest Drive, Suite C
Riverside, CA 92507-0758
ATTN: President, Board of Directors**

**RIVERSIDE COUNTY OFFICE ON AGING
6296 Rivercrest Drive, Suite K
Riverside, CA 92507-0738
ATTN: HelpLink Manager**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first-class postage prepaid and addressed to the party at its applicable address.

6.3 Attorneys' Fees: If either party commences an action against the other party

arising out of or in connection with the Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suits.

6.4 **Entire Agreement:** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing and signed by both parties.

6.5 **Governing Law:** This Agreement shall be governed by the laws of the State of California.

6.6 **Time of Essence:** Time is of the essence for each and every provision of this Agreement.

6.7 **Successors and Assigns:** This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by either party without the prior written consent of the other.

6.8 **Subcontracting:** Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

INDEPENDENT LIVING PARTNERSHIP

COUNTY OF RIVERSIDE

By:


Richard Smith, Director

By:

John F. Tavaglione, Chairman
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

EXHIBIT A SCOPE OF SERVICES

Services to Be Provided to PARTNERSHIP by COUNTY by and through the HelpLink Division of the Office on Aging

1. HelpLink will provide transportation information and referral, for all of Riverside County, to HelpLink callers.
2. In addition to the normal full intake duties of HelpLink staff, callers warranting possible PARTNERSHIP escorted transportation referral will be asked specific questions in order to determine potential program eligibility.
3. All callers requesting transportation information and assistance, or who are determined by HelpLink staff to be in need of such services, will be referred to appropriate services in their area.
4. The County will distribute information on the availability of transportation in Riverside County or information on how the public can access such information, including the distribution of printed materials of PARTNERSHIP, including the *Meeting Challenges* quarterly, at a minimum of 20 public presentations, workshops, health fairs or other public forums.
5. HelpLink will refer callers, who may be eligible for TRIP service to PARTNERSHIP and will provide PARTNERSHIP office staff with copies of the intake screen and qualifying questions used to make determination that caller is potentially eligible for PARTNERSHIP escorted transportation services.
6. HelpLink staff will continually audit the Office on Aging data base and refer any unusual circumstances or situations, relative to PARTNERSHIP customers, to the Executive Director of PARTNERSHIP.
7. HelpLink will make corrections to PARTNERSHIP customer records in the Office on Aging data base as requested by the PARTNERSHIP's Administrative Coordinator, Administrative Management Assistant or Executive Director in an appropriate manner.
8. HelpLink staff will provide bi-lingual communications support to the Partnership for Spanish speaking PARTNERSHIP customers, as requested by the Partnership.
9. HelpLink will provide PARTNERSHIP with written reports of number and type of information and assistance transportation materials sent to callers on an at least quarterly basis.
10. HelpLink will provide monthly billing statements to PARTNERSHIP for services provided.
11. HelpLink Manager will appoint member of HelpLink staff to be the primary contact for PARTNERSHIP.

Responsibilities of PARTNERSHIP to COUNTY

1. HelpLink management will be apprised of any and all changes in PARTNERSHIP policies or procedures and the funding and operating status of each program in a timely manner by the Executive Director.
2. Training on TRIP Policies and Procedures will be provided to HelpLink staff by the Executive Director and/or the TRIP Operations Manager of PARTNERSHIP as requested or as the Director deems appropriate and necessary.

3. The staff and management of PARTNERSHIP will refer all individuals, who may call PARTNERSHIP directly, and who may not have previously been assessed for service needs, including referral to Adult Protective Services, to HelpLink Services Specialists for appropriate processing.
4. Persons, who are determined through extended contact with staff of THE PARTNERSHIP to require mandatory referral to Adult Protective Services, will be referred directly to Adult Protective Services by the staff of THE PARTNERSHIP, and a copy of the referral provided to the Administrative Assistant of HelpLink.

Schedule and Amount of Payments to be made to COUNTY by PARTNERSHIP

1. PARTNERSHIP agrees to pay up to \$40,008 for Information and Referral services during the term of this agreement.
2. Upon receipt of a billing statement and required report, PARTNERSHIP will pay \$3,334 each month for the services of Information Specialists and mailings of available County public and non-profit transportation services brochures, route schedules, and ADA certification instructions to members of the public who call HelpLink for transportation information.