

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

750



FROM: Office on Aging

SUBMITTAL DATE:
December 4, 2013

SUBJECT: Contract Agreement between Independent Living Partnership and the Riverside County Office on Aging, Aging Disability Resource Connection for FY 2013/2014.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached agreement between Independent Living Partnership and Office on Aging, Aging Disability Resource Connection (A.D.R.C)
2. Return three (3) copies of the agreement to the Riverside County Office on Aging for further processing.

BACKGROUND:

Summary

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

(Continued on Page 2)

Michele Wilham

Michele Wilham
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 40,008	\$	\$ 40,008	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: 100% Independent Living Partnership				Budget Adjustment: No	
				For Fiscal Year: 2013/2014	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Lani Sieson*
Lani Sieson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Paul Angulo* 12/5/13
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis* 12/4/13
 DATE:

- A-30
- Positions Added
- 4/5 Vote
- Change Order
- X

Prev. Agn. Ref.: 3.99 Sept. 10, 2013 | District: | Agenda Number:

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

FORM 11: Contract Agreement between Independent Living Partnership and the Riverside County Office on Aging, Aging Disability Resource Connection for FY 2013/2014

DATE: December 4, 2013

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The allotted funds will also allow the distribution of Partnership materials such as: program brochures, "Meeting the Challenges" quarterly bulletin, ADA applications, transportation guides and bus route schedules.

The term of the agreement is from July 1st, 2013 through June 30, 2014.

The amount of \$40,008 has already been correctly processed through the countywide recommended budget adopted by the Board of Supervisors on September 10, 2013, Agenda number 3.99 and there is no need for any budget adjustments.

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

Impact on Citizens and Businesses

The transportation information and assistance provided by this contractual agreement will support older adults and disabled Riverside County residents by maintaining their independence through the provision of transportation assistance.

SUPPLEMENTAL:

Additional Fiscal Information

None

Contract History and Price Reasonableness

Contract Agreement between Independent Living Partnership and the Riverside County Office on Aging (ADRC) is a renewal contract. The agreement between Independent Living Partnership and the Riverside County Office on Aging (ADRC) has been in place beginning FY 1993/1994.

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 18 day of July, 2013 by and between the Independent Living Partnership, a California Non-Profit Corporation, hereinafter referred to as "ILP" and the Riverside County Office on Aging, hereinafter referred to as "COUNTY."

2. **Recitals:**

2.1 ILP 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 ILP 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 ILP and COUNTY will maintain all records in a confidential manner.

2.4 COUNTY has made a proposal to provide services required by ILP and ILP 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 ILP 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, 2014, unless terminated at an earlier date as provided herein.

3.2 Responsibilities of COUNTY:

A. Indemnification: COUNTY shall defend, indemnify and hold ILP, 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, ILP, 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 ILP 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 ILP 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 ILP:

4.1 Standards of Performance: ILP shall be responsible to COUNTY for any errors or omissions in its execution of this Agreement.

4.2 Disbursement of Funds:

A. ILP 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 ILP monthly on the basis of services performed and upon 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 ILP 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 ILP, COUNTY shall within ten (10) business days provide ILP with a full reporting and accounting of all funds received from ILP 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 ILP.

6. **General Provisions:**

6.1 **Termination of Agreement:**

- A. ILP 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, ILP 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 ILP, terminate the whole of this Agreement at any time, with cause. ILP 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. ILP 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, ILP 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 ILP, terminate the whole of this Agreement at any time, without cause. ILP 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, ILP 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 J. Benoit, Chairman
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 12/4/13

EXHIBIT A SCOPE OF SERVICES

Services to Be Provided to ILP 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 ILP TRIP 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 ILP, including the *Meeting Challenges* quarterly, at public presentations, workshops, health fairs or other public forums as feasible.
5. HelpLink will refer callers, who may be eligible for TRIP service to ILP and will provide ILP's TRIP transportation program office staff with copies of the intake screen and qualifying questions used to make determination that caller is potentially eligible for ILP's TRIP transportation program services.
6. HelpLink staff will continually audit the Office on Aging data base and refer any instances of suspected fraud, relative to ILP's TRIP transportation program customers, to the Executive Director of ILP.
7. HelpLink will make corrections to ILP's TRIP transportation program customer records in the Office on Aging data base as requested by ILP's Administrative Coordinator, Administrative Management Assistant or Executive Director in an appropriate manner.
8. HelpLink staff will provide bi-lingual communications support to ILP for Spanish speaking customers of ILP's TRIP transportation program, as requested by ILP.
9. HelpLink will provide ILP with reports of number and type of information assistance provided for Riverside residents when requested.
10. HelpLink will provide monthly billing statements to ILP for services provided.
11. HelpLink Manager will appoint member of HelpLink staff to be the primary contact for ILP's TRIP transportation program.

Responsibilities of ILP to COUNTY

1. HelpLink management will be apprised of any and all changes in ILP's TRIP transportation program 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 ILP as requested or as the Director deems appropriate and necessary.

3. The staff and management of ILP and ILP's TRIP transportation program will refer all individuals, who may call ILP and ILP's TRIP transportation program 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 ILP to require mandatory referral to Adult Protective Services, will be referred directly to Adult Protective Services by the staff of ILP, 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. ILP 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, ILP 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.