

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 9/16/14

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

614



**FROM:** Office on Aging

**SUBMITTAL DATE:**  
 September 3, 2014

**SUBJECT:** FY 2014/15 Contract Agreement between Independent Living Partnership and the Riverside County Office on Aging (OoA) for education and escorted transportation programs. [Districts: ALL] [ Total Cost: \$40,008] [Local 100%].

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

1. Ratify and Authorize Chair to execute FY 2014/15 contract agreement between Independent Living Partnership and the Riverside County Office on Aging (OoA) for education and escorted transportation programs; and
2. Return two (2) 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, 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 Haddock*

Michele Haddock  
 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:** Local 100% - Independent Living Partnership  
**Budget Adjustment:** No  
**For Fiscal Year:** 2014/2015

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

APPROVE

BY: *Lani Sioson*  
 Lani Sioson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: 3.40 12/17/2013 | District: ALL | Agenda Number:

3-15

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: FY 2014/15 Contract Agreement between Independent Living Partnership and the Riverside County Office on Aging (OoA) for education and escorted transportation programs. [Districts: ALL] [ Total Cost: \$40,008] [Local 100%].**

**DATE:** September 3, 2014

**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.

**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**

The FY 2014/15 Contract Agreement between Independent Living Partnership and the Riverside County Office on Aging (OoA) for education and escorted transportation programs is for the total amount of \$40,008. OoA has submitted the funding through the countywide budgeting process that will be formally approved in the FY 2014/15 Adopted Budget by the Board of Supervisors. If a budget adjustment is necessary, it will be included in the 1<sup>st</sup> Quarter Budget Update.

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

**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 has been in place beginning FY 1993/1994.

**ATTACHMENTS:**

A. Contract Agreement between Independent Living Partnership and OoA

**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, 2014 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, 2015, 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:

\_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE 11/15/14

## 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.

## **Memorandum of Agreement (2014-2015 Renewal)**

The **Riverside County Office on Aging (Office on Aging)** and the **Independent Living Partnership (ILP)** agree to the following terms and conditions related to co-location of ILP's TRIP transportation program at the Office on Aging.

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### **1. The Co-location is consistent with the purpose and outcomes defined in the Strategic Plan on Aging.**

The Office on Aging's Strategic Plan emphasizes partnerships and cooperation to develop and advance a coordinated system of home and community based services for seniors and adults with disabilities.

### **2. It advances long term care service integration and redesign, and improves service coordination.**

Co-location is consistent with single-entry access to services that lies at the heart of service integration. Central intake for the ILP's TRIP transportation program is done as part of the overall Office on Aging's HelpLink intake and assistance program, using a centralized computer resource database and customer tracking system.

Physical proximity of the organizations provides for essential consultation on matters of service coordination for individual customers on a daily basis and facilitates quick and easy referral when warranted.

### **3. It contributes to or enhances Office on Aging's policy and program goals and strategies.**

The Office on Aging is committed to a leadership role in shaping policies and programs for seniors and adults with disabilities. Co-location has led to innovative government/not for profit partnership program models that have been disseminated nationally in transportation, community education and outreach, and advocacy.

### **4. It provides opportunities for joint learning across agencies and facilitates the sharing of expertise and resources that enhance service quality.**

The co-location of the ILP's TRIP transportation program at the Office on Aging provides consistent opportunities for staff cross training and skill development that enhances a shared ability to provide for satisfaction of customer needs.

**5. It is consistent with the goals and outcomes identified in the Aging and Disability Resource Connection Project.**

ILP is a member of the Leadership Advisory Resource Team (LART) of the Aging and Disability resource Connection (ADRC) Project and as such as taken a key role in advancing the goals of the ADRC that is strengthening and enhancing community based long term services and supports.

**6. It leverages program funding/resource to enhance economies of scale and to comply with federal and state mandates.**

The co-location of ILP's TRIP transportation program at the Office on Aging provides one full time staff in HelpLink division, supporting the stability and continuity of the Information and Assistance function of that division. In addition, co-location results in increased public contact and exposure for both organizations at less cost.

**7. It improves customer service and provides callers with community based alternatives and choices.**

Co-location enhances the capacity of the ILP and provides for community choices as defined in the Aging and Disability Resource Connection initiative.

**8. It extends Office on Aging visibility and outreach to customers, and supports or expands customer access to Office on Aging services.**

ILP regularly promotes the Office on Aging (800) 510-2020 number and the range of services available, through the ILP newsletter, website, community presentations, and at special events.

**9. It includes a commitment to work as partners to achieve shared goals and to improve the quality of service to seniors and adults with disabilities.**

ILP and the Office on Aging share a mutual commitment to work as partners to achieve shared goals and to improve the quality of service to seniors and adults with disabilities.

**10. The parties have agreed on the following terms of the co-location, and will review this agreement annually on the anniversary of the date of signing.**

The Office on Aging will provide space and other in-kind costs including phone and copying not to exceed \$6,386 annually. This amount may represent partial coverage of the total costs of the ILP co-location depending on their variable costs.

ILP will purchase services from the Office on Aging for intake and referral of potential participants in the TRIP program.

The Office on Aging will consider proposals submitted by ILP in any formal RFP competitive bidding process, and may award service contracts to the ILP for proposals that successfully compete with other applicants and meet all specified program requirements.

ILP and the Office on Aging will explore the pursuit of joint grant applications and special projects consistent with their shared mission and current planning priorities.

Both organizations agree to give 60 days notice fro any change in this co-location, and to develop together a transition plan to assure ongoing quality and continuity of service.

**Signed**



**Michele Haddock**  
**Director**  
**Office on Aging**



**Richard Smith**  
**Executive Director**  
**Independent Living Partnership**

**Date:** 9-4-14

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE