

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

218



FROM: Office on Aging

SUBMITTAL DATE:
September 2, 2015

SUBJECT: Authorize and Approve the Sole Source Request for congregate senior meals from Smooth Transition Inc. and the Contract Agreement between Riverside County Office on Aging (OoA) and Smooth Transition Inc. for the period October 1, 2015 – June 30, 2016. [District – 1] [Total Cost: \$72,540] [Source of Funds: Local 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize and Approve the Sole Source Request for congregate senior meals from Smooth Transition Inc. and the Contract Agreement between Riverside County Office on Aging (OoA) and Smooth Transition Inc. for the period October 1, 2015 – June 30, 2016 for \$72,540;
2. Authorize the Purchasing Agent to enter into contract amendments with Senior Service Providers to transfer funding amounts between service providers as needed and increase funding amounts not to exceed 10% of the annual aggregate budget in order to meet service needs; and
3. Return all four (4) copies of the Contract Agreement to the Office on Aging for further processing.

BACKGROUND:

Summary

Nutrition services provide a vital link in maintaining the health of older Californians by preventing

(Continued on Page 2)

Michele Haddock
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 72,540	\$ 0	\$ 72,540	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Local 100%	Budget Adjustment: No
	For Fiscal Year: 2015/16

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

MINUTES OF THE BOARD OF SUPERVISORS

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
 FORM APPROVED COUNTY COUNSEL BY:
 DATE: 9/9/15
 GREGORY P. PRIAMOS, Departmental Concurrence

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

Prev. Agn. Ref.: 9/30/14; 3-17

District:

Agenda Number:

3-20

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

FORM 11: Authorize and Approve the Sole Source Request for congregate senior meals from Smooth Transition Inc. and the Contract Agreement between Riverside County Office on Aging (OoA) and Smooth Transition Inc. for the period October 1, 2015 – June 30, 2016. [District – 1] [Total Cost: \$72,540] [Source of Funds: Local 100%]

DATE: September 2, 2015

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

premature institutionalization and improving their overall quality of life. Riverside County Office on Aging administers nutrition services funded by the Older Americans Act and the Older Californians Act through service providers. They serve Californians 60 years of age or older, with preference given to those in greatest economic or social need, and to low-income, multi-ethnic individuals. Participants are provided an opportunity to contribute to the cost of the meal. Meals must meet nutritional standards by providing a minimum of one-third of the Dietary Reference Intake (DRI). Congregate nutrition services provide meals in a group setting. Services also include nutrition and health promotion education, and opportunities for socialization. All congregate project facilities and operations must conform to health and safety standards and provide wholesome and nutritious meal services to our older clients.

The Senior Nutrition Program supports the goals and objectives of the Office on Aging's Four-year Strategic Plan: Focusing on a Healthy Tomorrow. Our strategic plan was approved by the Office on Aging Advisory Council on March 14, 2012 and the Board of Supervisors on May 1, 2012, Agenda Number 2.9.

In March 2014, Smooth Transition Inc. began operating a non-profit culinary academy, located in the Mead Valley Community Center. The Community Center houses the only industrial kitchen within the Mead Valley and Good Hope communities. The culinary program can produce nutritious hot meals and rapidly deliver them fresh and hot to the Senior Center located within the Mead Valley Community Center and to the Moses Shaffer Community Center in Good Hope for the Office on Aging's Senior Nutrition Program. Smooth Transition Inc. can provide a quality food service for this community and will be consistent and in compliance with our State mandates.

Through an independent contractor, Office on Aging conducted a countywide survey of our 33 congregate sites during the months of July and August 2015. Preliminary results for Mead Valley and Good Hope were favorable; with 92% of the respondents indicating they like the meals they receive from this meal program, and they like the service provided by Smooth Transition Inc. In addition, 41% of the participants report they eat at the site 5 days each week and 97% report they would recommend the program to a friend and report that the meal served helps them to eat healthier, maintain a healthy weight, improve their health, and feel better in general.

The Mead Valley Community Center has recently undergone several changes, specifically to the senior community, which directly affected the Office on Aging's Senior Nutrition Program. Due to programming needs, we entered into a temporary sole source contract with Smooth Transition, Inc. with the approval of the Purchasing Agent. In May 2015, OoA released a Request for Proposal (RFP) to the public for FY 2015/2016 congregate meal services for the Mead Valley and Good Hope communities. No responses for this RFP cycle to service these communities were received during this process.

The OoA is currently in our fourth year renewal for the RFP contracting cycle of July 1, 2012 through June 30, 2016. We are preparing our RFP for the next four year funding cycle, July 1, 2016 through June 30, 2020, and all providers will be encouraged to participate in the Request for Proposal (RFP) process for program services in FY 2016/17. The Senior Nutrition Program has been successful in this community during this interim period, and the continuation of this service provided by Smooth Transition Inc. will ensure nutritious meals for the seniors of Mead Valley and Good Hope communities.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Authorize and Approve the Sole Source Request for congregate senior meals from Smooth Transition Inc. and the Contract Agreement between Riverside County Office on Aging (OoA) and Smooth Transition Inc. for the period October 1, 2015 – June 30, 2016. [District – 1] [Total Cost: \$72,540] [Source of Funds: Local 100%]

DATE: September 2, 2015

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Impact on Citizens and Businesses

These funds are to be utilized in accordance with the targeting requirements of the Older American's Act (OAA), with requirements for programs and services to persons aged 60 and older with the greatest social and economic need.

SUPPLEMENTAL:

Additional Fiscal Information

The Contract Agreement between Riverside County Office on Aging (OoA) and Smooth Transition Inc. for the period October 1, 2015 – June 30, 2016 for congregate meals for the Senior Nutrition Program is for the total amount of \$72,540. OoA has submitted the funding through the countywide budgeting process that was formally approved in the FY 2015/16 Adopted Budget on July 7, 2015 by the Board of Supervisors.

ATTACHMENTS:

- A. **Service Providers' Scope of Work:** Attached
- B. **Service Providers' Overview:** Attached

Date: September 2, 2015
From: Michele Haddock, Director
To: Board of Supervisors/Purchasing Agent
Via: Deniece Berry, OoA Contracts Officer
Subject: Sole Source Procurement; Request for Smooth Transition Inc. as a Senior Meals Provider for the Mead Valley and Good Hope Communities

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Smooth Transition Inc.
2. **Vendor ID:** 88452
3. **Supply/Service being requested:** Congregate meal services for seniors living in Mead Valley and Good Hope communities.
(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.)
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** The Mead Valley Community Center has recently undergone several changes and challenges, specifically to the senior community, which directly affected the Office on Aging's Senior Nutrition Program. Due to programming needs, we entered into a temporary sole source contract with Smooth Transition, Inc. with the approval of the Purchasing Agent. In May 2015, OoA released a Request for Proposal (RFP) to the public for FY 2015/2016 congregate meal services for the Mead Valley and Good Hope communities. No responses for this RFP cycle to service these communities were received during this process.

The OoA is currently in our fourth year renewal for the RFP contracting cycle of July 1, 2012 through June 30, 2016. We are preparing our RFP for the next four year funding cycle, July 1, 2016 through June 30, 2020, and Smooth Transition Inc. will be eligible to participate in the Request for Proposal (RFP) process for program services in FY 2016/17. The Senior Nutrition Program has been successful in this community during this interim period, and the continuation of this service provided by Smooth Transition Inc. will ensure nutritious meals for the seniors of Mead Valley and Good Hope communities.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide** (if proprietary software or machinery, hardware, please provide a supporting letter from the manufacturer): In March 2014, Smooth Transition Inc. began operating a non-profit culinary academy, located in the Mead Valley Community Center. The Community Center houses the only industrial kitchen within the Mead Valley and Good Hope Communities. The culinary program can produce nutritious hot meals and rapidly deliver them fresh and hot to the Senior Center located within the Mead Valley Community Center and to the Moses Shaffer

Community Center in Good Hope for the Office on Aging's Senior Nutrition Program. Smooth Transition Inc. can provide a quality food service for this community and will be consistent and in compliance with our State mandates.

Through an independent contractor, the Office on Aging conducted a countywide survey of our 33 congregate sites during the months of July and August 2015; Preliminary results for Mead Valley and Good Hope were favorable; with 92% of the respondents indicating they like the meals they receive from this meal program, and they like the service provided by Smooth Transition Inc. In addition, 41% of the participants report they eat at the site 5 days each week and 97% report they would recommend the program to a friend and report that the meal served helps them to eat healthier, maintain a healthy weight, improve their health, and feel better in general.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** In May 2015, OoA released a Request for Proposal (RFP) to the public for FY 2015/2016 congregate meal services for the Mead Valley and Good Hope communities. No responses for this RFP cycle to service these communities were received during this process. In order to continue the Senior Nutrition Program without interruption, Smooth Transition Inc. can provide these services while OoA is in preparation of the RFP process for the next four year funding cycle, July 1, 2016 through June 30, 2020, and all providers will be encouraged to participate in the Request for Proposal (RFP) process for program services in FY 2016/17.

7. **Period of Performance:** From: October 1, 2015 to June 30, 2016

8. 9 Months

Is this an annually renewable contract? No Yes

Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, than the agreement must be submitted to the Board for approval.)

9. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY15/16	FY__	FY__	FY__	FY__	Total
One-time Costs:	72,540					72,540
Congregate Meal Services for Seniors Living in Mead Valley						
Total Costs	72,540					72,540

10. Price Reasonableness: (Explain why this price is reasonable or cost effective, and if this service/commodity will be bid out in the future.)

The rate that this provider is to be paid is \$6.00 per meal. This rate is reasonably in line with other vendors that provide the same service in Riverside County. This service did go out for bid in May 2015, but we received no responses. We are preparing to go out to bid for the next four year cycle, 2016-2020, and this vendor is eligible and encouraged to apply at that time.

11. Projected Board of Supervisor Date (if applicable): 9/22/2015
(Form 11s must accompany the sole source request for Purchasing Agent approval.)

<u>Rachelle Roman</u>	<u>Rachelle Roman</u>	<u>9-3-2015</u>
Department Head Signature (or designee)	Print Name	Date

Purchasing Department Comments:

<input checked="" type="radio"/> Approve	<input type="radio"/> Approve with Condition/s	<input type="radio"/> Disapprove
Not to exceed: \$ <u>72,540.00</u> One time	Annual Amount through <u>June 30, 2016</u>	(Date)
<u>Lisa Brault</u>	<u>9/9/15</u>	<u>16-109</u>
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)

List Attachments:

CONTRACT CONTENTS CHECKLIST
FISCAL YEAR 2015/2016
October 1, 2015 through June 30, 2016
(9 Months)

Contract with: **Smooth Transition, Inc.**

✓ **Check each box when complete**

Standard Agreement	<input checked="" type="checkbox"/>	Four Original Signature Pages Only
Contract	<input checked="" type="checkbox"/>	FY 2015-16 RCOOA Contract Boilerplate
Attachment A:	<input checked="" type="checkbox"/>	Attachment A: Scope of Work - Title IIIC-1 Congregate Meals
Attachment B:	<input checked="" type="checkbox"/>	Attachment B: Individual Contractor Allocation - Title IIIC-1 Congregate Meals
Attachment C:	<input checked="" type="checkbox"/>	Attachment C: Contract Budget Program/Activity - Title IIIC-1 Congregate Meals
Attachment D:	<input checked="" type="checkbox"/>	Attachment D: Contracted Meals - Title IIIC-1 Congregate Meals

Insurance Copies:

Attach a copy Certificate of Insurance

Expiration Dates

<input checked="" type="checkbox"/>	Workers Compensation	
<input checked="" type="checkbox"/>	*Commerce General Liability	on file
<input checked="" type="checkbox"/>	*Vehicle Liability N/A	
<input checked="" type="checkbox"/>	General Insurance	on file
<input checked="" type="checkbox"/>	Professional Liability	if applicable on file

* Requires additionally insured letter

Board Resolution Stmt & Signatures Authorization to enter into agreement

Organizational Chart: Include names and job titles

AGENCY CONTRACTS REPRESENTATIVE PLEASE FILL OUT THIS CONTRACT CONTENTS CHECKLIST FORM COMPLETELY AND **RETURN WITH CONTRACT PACKAGE.**

*** Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds WILL be delayed.**

* Please provide the name(s) of the person(s) who complete the Monthly Reports and Reimbursements:


Elsa Fitzgerald

Monthly Reports/Name/Phone Number
Elsa Fitzgerald 451-2639392

Reimbursements/Name/Phone Number
elf12@smoothtransitioninc.com

Please provide an email address for your agency

* Upon receipt of a complete and correct contract package, the contract will be executed and a copy sent to.


 SIGNATURE/DATE
 (DIRECTOR OR DESIGNEE)

Smooth Transition, Inc.
October 1, 2015 through June 30, 2016
9 Months Contract

FY2015 – 2016

**STANDARD AGREEMENT
FOUR ORIGINAL
SIGNATURE
PAGES**

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
 Smooth Transition, Inc.

2. The term of this Agreement is: October 1, 2015 through June 30, 2016
(9 Months)

3. Maximum amount of this Agreement: \$72,540.00
Seventy Two Thousand, Five Hundred Forty

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

Riverside County Office on Aging Contract

Attachment A Scope of Work
 Title IIIC-1 Congregate Meals Only

Attachment B Individual Contractor Allocations
 Title IIIC-1 Congregate Meals Only

Attachment C Contract Budget Program Activity
 Title IIIC-1 Congregate Meals Only

Attachment D Contracted Meals
 Title IIIC-1 Congregate Meals Only

Attachment E Community Focal Point List

FORM APPROVED COUNTY COUNSEL
 BY:  9/15
 NEAL R. KIPNIS DATE

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

Contractor		County of Riverside	
Contractor Name: Smooth Transition, Inc.		Agency Name: Office on Aging	
BY (Authorized Signature) 	Date Signed 9/14/15	BY (Authorized Signature)	Date Signed
Printed Name And Title of Person Signing Elsa Fitzgerald / Director of operations		Printed Name And Title of Person Signing	
Address 6700 Indiana Ave., Suite 170 Riverside, CA 92507		Address 6296 River Crest Drive, Suite K Riverside, CA 92507	

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Office on Aging

Contractor Name
Smooth Transition, Inc.

2. The term of this Agreement is: October 1, 2015 through June 30, 2016
(9 Months)

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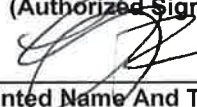
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- Attachment D Contracted Meals
Title IIIC-1 Congregate Meals Only
- Attachment E Community Focal Point List

FORM APPROVED COUNTY COUNSEL
BY:  DATE 10/5/15

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

Contractor		County of Riverside	
Contractor Name: Smooth Transition, Inc.		Agency Name: Office on Aging	
BY (Authorized Signature) 	Date Signed 9/4/15	BY (Authorized Signature)	Date Signed
Printed Name And Title of Person Signing Elsa Fitzgerald, Director of operations		Printed Name And Title of Person Signing	
Address 6700 Indiana Ave., Suite 170 Riverside, CA 92507		Address 6296 River Crest Drive, Suite K Riverside, CA 92507	

Smooth Transition, Inc.
October 1, 2015 through June 30, 2016
9 Months Contract

FY2015 – 2016

FISCAL YEAR
2015 – 2016

RIVERSIDE COUNTY
OFFICE ON AGING
CONTRACT



**RIVERSIDE COUNTY
OFFICE ON AGING**

Fiscal Year 2015-16

**Contract Period: October 1, 2015 through June 30, 2016
9 Month Contract**

Please print (1) copy, sign, and return to our office:

**Attn: CONTRACTS AND SERVICES OFFICE
6296 River Crest Drive, Suite K
Riverside, CA 92507**

If you have any questions or concerns,
Please call our office at:
(951) 867-3800
Monday thru Thursday: 8:00AM to 5:00PM

SERVICE PROVIDER CERTIFICATION CLAUSES:

1. Compliance with HHS Regulation: SERVICE PROVIDER hereby certifies it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by, or pursuant to the Regulation of HHS (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or gender, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Service Provider receives federal financial assistance from the Riverside County Office on Aging ("RCOoA") and HEREBY GIVES ASSURANCE THAT it will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Service Provider, or in the case of any such property, any transferee, for the period during which real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, this assurance shall obligate the Service Provider. If any personal property is so provided, this assurance shall obligate the Service Provider for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Service Provider for the period during which federal financial assistance is extended to it by RCOoA.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof of the Service Provider by RCOoA, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Service Provider recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Service Provider, its successors, and transferees, and the person whose signature appears below is authorized to sign this assurance on behalf of the Service Provider.

2. Drug-Free Workplace Certification: SERVICE PROVIDER hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace and will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace,
 - (2) The person's or organization's policy of maintaining a drug-free workplace,
 - (3) Any available counseling, rehabilitation and employee assistance programs, and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.

- C. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed Contract Agreement:
- (1) Will receive a copy of the company's drug-free policy statement, and
 - (2) Will agree to abide by the terms of the company's statement as a condition of employment on the project or Award.

3. Lobbying Certification: SERVICE PROVIDER certifies, to the best of his knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress connected with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress connected with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Statement of Compliance-Nondiscrimination: SERVICE PROVIDER hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation, and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (including HIV or AIDS and cancer related), marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave. Benefits may not be denied to an individual who refuses to provide information with respect to his citizenship or alien status unless such information is required by statute to determine eligibility for the benefit. As part of the civil protections under Title VI, any Service Provider receiving federal funding may not exclude anyone

otherwise eligible from receiving services because of limited proficiency in the English language. And based on the Privacy Act of 1974, it is unlawful for any federal, State, or local government to deny any individual a right, benefit, or privilege because that individual refuses to provide a Social Security number, unless disclosure of the Social Security number is required by Federal statute.

5. Certification Regarding Debarment: SERVICE PROVIDER (recipient of Federal/State assistance funds) certifies, by execution of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transmission by any Federal/State department or agency.

Where the prospective recipient of federal/State assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Recipient shall ensure that the Riverside County Office on Aging will be notified by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, within five (5) working days if there is any change in status regarding this certification.


AUTHORIZED SIGNATORY FORM:

The following persons have personally signed below and are authorized to sign documents as indicated:

Contract Agreement/Contract Amendments/Fiscal Closeout Report

Name: Elsa Fitzgerald

Title: Director of operations

Signature: 


Phone: 951-263-9392

E-mail address: elfitz@smoothtransystem inc.com

Monthly Financial Reports/Budget Revisions

Name: Elsa Fitzgerald

Title: Director of operations

Signature: 

Phone: 951-263-9392

E-mail address: _____

Program Reports

Name: Elsa Fitzgerald

Title: _____

Signature: 

Phone: _____

E-mail address: _____

As an emergency contact, our Board Chairperson's telephone number is _____ and mailing address is _____

FY 2015-16 Schedule of Important Contract Due Dates

October 1st	Contract begins
5 th business day of every month	Monthly Financial Request for Reimbursement (MFR) due
March 15 th	Program budget revisions due
June 30 th	Contract ends
July 15 th	Fiscal Closeout report due
90 days after the end of the contract term	Financial Audit due

TERMS AND CONDITIONS

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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

- A. The term "Contract Agreement" shall mean the Award Coversheet, the Terms and Conditions, the Scope of Work, Scope of Service, Program Budget, all exhibits, attachments, amendments, unless otherwise provided in this Article.
- B. "RCOoA" means the Riverside County Office on Aging. "HICAP" means Health Insurance Counseling Advocacy Program.
- C. "State" and "Department" means the State of California and the California Department of Aging ("CDA") interchangeably.
- D. "Service Provider" means the entity to which funds are awarded under this Contract Agreement and which is accountable to RCOoA for use of these funds and is responsible for executing the provisions for services of this Contract Agreement.
- E. "Subcontractor" is the legal entity that receives funds from the Service Provider to provide direct services identified in this Contract Agreement. "Subcontract Agreement" means a subcontract agreement supported by funds from this Contract Agreement.
- F. "Reimbursable item" also means "allowable cost" and "compensable item."
- G. "HHS" means the Department of Health and Human Services. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W&I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means Public Contract Code. "OMB" means Office of Management and Budget.
- H. "MFR" means Monthly Financial Report of Expenditures / Request for Funds.
- I. "NSIP" means Nutrition Services Incentive Program. "SFMNP" means Senior Farmer's Market Nutrition Program.
- J. "RFP" means Request for Proposals. "IFB" means Invitation for Bid.
- K. "Program income" is revenue generated by the SERVICE PROVIDER from Contract Agreement-supported activities. "Program income" is:
- 1) Voluntary contributions received from a participant or responsible party as a result of the services.
 - 2) Income from usage or rental fees of real or personal property acquired with grant funds, or funds provided under this Contract Agreement.
 - 3) Royalties received on patents and copyrights from Contract Agreement-supported activities.
 - 4) Proceeds from the sale of items attained under a Contract Agreement including the sale of RCOoA property and equipment.
 - 5) Interest earned on funds awarded by RCOoA, except for the HICAP Program.

- L. In the event of inconsistency between the articles, attachments, or provisions, which constitute this Contract Agreement, the following order of precedence shall apply:
- 1) The Older Americans Act Amendments of 2006 (OAA as amended);
 - 2) Other applicable Federal statutes and their implementing regulations;
 - 3) Older Californians Act;
 - 4) Title 22 CCR § 7000 et. seq.
 - 5) Terms and Conditions, and any amendments thereto;
 - 6) Scope of Service;
 - 7) All other attachments incorporated herein by reference;
 - 8) Program memos and other guidance issued by CDA.
- M. In the event that any provision of this Contract Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of the Contract Agreement have force and effect and shall not be effected thereby.

ARTICLE II. ASSURANCES

A. Nondiscrimination

The SERVICE PROVIDER shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Service Provider Certification Clauses which is hereby incorporated by reference. In addition, SERVICE PROVIDER shall comply with the following:

- 1) Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964).

SERVICE PROVIDER shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d; 45 CFR Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

- 2) Equal Access to State-Funded Benefits, Program and Activities

The SERVICE PROVIDER shall unless exempted, ensure compliance with the requirements of the Government Code sections 11135-11139.5, and Section 98000 et. seq. of Title 22 of the California Code of Regulation, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

- 3) The SERVICE PROVIDER assures the RCOoA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 USC Sections 12101 et. seq.)



- 4) The SERVICE PROVIDER agrees to include this requirement in all contracts it enters into with subcontractors to provide services pursuant to this Contract Agreement.

B. Certifications Under Penalty of Perjury

- 1) By signing this Contract Agreement, the SERVICE PROVIDER does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against SERVICE PROVIDER within the immediately preceding two-year period because of SERVICE PROVIDER'S failure to comply with an order of a federal court which orders SERVICE PROVIDER to comply with an order of the National Labor Relations Board.
- 2) By signing this Contract Agreement, the SERVICE PROVIDER swears under penalty of perjury that the SERVICE PROVIDER is not: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 3) The SERVICE PROVIDER'S signature affixed hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the SERVICE PROVIDER, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.
- 4) The SERVICE PROVIDER acknowledges in accordance with the Child Support Compliance Act that:
 - a. The SERVICE PROVIDER recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
 - b. The SERVICE PROVIDER, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

C. Information Integrity and Security

- 1) Information Assets:

The SERVICE PROVIDER'S client/customer "identifying information" shall include (but are not limited to): name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph. Information collected

and/or accessed in the administration of the State programs and services, and information stored in any media form, paper or electronic.

2) Encryption on Portable Computing Devices

The SERVICE PROVIDER is required to encrypt (or use an equally effective measure), any data collected under this Contract Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).

3) Disclosure

- a. The SERVICE PROVIDER shall ensure that personal, sensitive, and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
- b. The SERVICE PROVIDER shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this Contract Agreement, except for statistical information not identifying any participant.
- c. The SERVICE PROVIDER shall not use such identifying information for any purpose other than carrying out the SERVICE PROVIDER'S obligations under this Contract Agreement.
- d. The SERVICE PROVIDER shall not, except as otherwise specifically authorized or required by this Contract Agreement or court order, disclose any identifying information obtained under the terms of this Contract Agreement to anyone other than the RCOoA and CDA without prior written authorization from the CDA. The SERVICE PROVIDER may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- e. The SERVICE PROVIDER may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the SERVICE PROVIDER accept such blanket authorization from any participant.

4) Training/Education

- a. The SERVICE PROVIDER must provide ongoing education and training, at least annually, for all employees, volunteers, and subcontractors who handle personal, sensitive, or confidential information. SERVICE PROVIDER employees, subcontractors and volunteers must complete the Security Awareness Training module located on CDA's website, www.aging.ca.gov within 30 days of the start date of Contract Agreement or within 30 days of the start date of any new employee, subcontractor, or volunteer. The SERVICE PROVIDER must maintain certificates of completion on file and provide them to CDA upon

request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates.

5) Health Insurance Portability and Accountability Act (HIPAA)

The SERVICE PROVIDER agrees to comply with the privacy and security requirements of Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. SERVICE PROVIDER will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6) Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The SERVICE PROVIDER must report all security incidents to RCOoA immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to CDA, via RCOoA, within five (5) business days of the date the incident was detected.

7) Notification of Security Breach to Data Subjects

- a. Notice must be given by the SERVICE PROVIDER or subcontractor to any data subject whose personal information could have been breached.
- b. Notice must be given in the most expedient time possible and without unreasonable delay except when necessary measures to restore system integrity are required.
- c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

8) Software Maintenance

The SERVICE PROVIDER shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

9) Electronic Backups

The SERVICE PROVIDER shall ensure that all electronic information pertaining to RCOoA is protected by performing regular backups of automated files and databases, and ensure the availability of information assets for continued business.

D. Copyrights and Rights in Data

1) Copyrights

- a. If any material funded by this Contract Agreement is subject to copyright, the State via RCOoA reserves the right to copyright such material and the SERVICE PROVIDER agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
- b. The SERVICE PROVIDER may request permission to copyright material by writing to the Director of the State Department of Aging via RCOoA. The Director shall consent to or give the reason for denial to the SERVICE PROVIDER in writing within sixty (60) days of receipt of the request.
- c. If the material is copyrighted with the consent of the State via RCOoA, the State reserves a royalty-free, non-exclusive and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
- d. The SERVICE PROVIDER certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

2) Rights in Data

- a. The SERVICE PROVIDER shall not publish or transfer any materials, as defined in (b) below, produced or resulting from activities supported by this Agreement without the express written consent of the State, via RCOoA. That consent shall be given or denied after the written request is received by the State, via RCOoA. RCOoA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit SERVICE PROVIDERS from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- b. As used in this Contract Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract Agreement. The term does not include financial reports, cost analyses and similar information incidental to Contract Agreement administration.
- c. Subject only to the provisions of Article II., Section D., paragraph 1., the State via RCOoA may use, duplicate or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Contract Agreement.
- d. Materials published or transferred by the Service Provide shall: (a) state that, "The materials or product were a result of a project funded by a Contract Agreement with RCOoA"; (b) give the name of the entity, the address and telephone number at which the supporting data is available; and (c) include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA, and that, where applicable, the publication may not be based upon or inclusive of all raw data."



E. Law, Policy and Procedure, Licenses and Certificates

The SERVICE PROVIDER agrees to administer this Contract Agreement and require any subcontractors to administer their subcontracts in accordance with this Contract Agreement, and with all applicable, local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety (according to the Occupational Safety and Health Administration (OSHA) Code of Federal Regulation, CFR Title 29), fire, safety, health and sanitation regulations, directives, guidelines, and/or manuals related to this Contract Agreement, and resolve all issues using good administrative practices and sound judgment. The SERVICE PROVIDER and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

The SERVICE PROVIDER shall require language in all subcontracts to require all subcontractors to comply with all State and federal laws.

F. Standards of Work

The SERVICE PROVIDER agrees that the performance of work and services pursuant to the requirements of this Contract Agreement shall conform to accepted professional standards.

G. Conflict of Interest

- 1) The SERVICE PROVIDER shall prevent employees, consultants or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business or other ties. In the event that RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA and such conflict may constitute grounds for termination of the Contract Agreement.
- 2) This provision shall not be construed to prohibit employment of persons with whom the SERVICE PROVIDER'S officers, agents or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

H. Covenant Against Contingent Fees

- 1) The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit this Contract Agreement. There has been no agreement to make commission payments in order to obtain this Contract Agreement.
- 2) For breach or violation of this warranty, RCOoA shall have the right to terminate this Contract Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

I. Payroll Taxes and Deductions

The SERVICE PROVIDER shall promptly forward payroll taxes, insurances, and contributions, including the State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

J. Facility Construction or Repair

- 1) When applicable for purposes of construction or repair of facilities, the SERVICE PROVIDER shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, and 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 2) The SERVICE PROVIDER shall not use payment for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the State via RCOoA.
- 3) When funding is provided for construction and non-construction activities, the SERVICE PROVIDER or subcontractor must obtain prior written approval from the State via RCOoA before making any fund or budget transfers between construction and non-construction.

K. Contract Agreements in Excess of \$100,000

If funding provided herein exceeds \$100,000, the SERVICE PROVIDER shall comply with all applicable orders or requirements issued under the following laws:

- 1) Clean Air Act, as amended (42 USC 1857).
- 2) Clean Water Act, as amended (33 USC 1368).
- 3) Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).
- 4) Environmental Protection Agency Regulations (40 CFR, Part 15, and Executive Order 11738).
- 5) Benefits for Domestic Partners (Public Contract Code Section 10295.3).

L. Debarment, Suspension, and Other Responsibility Matters

The SERVICE PROVIDER certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:



- 1) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (3) of this certification;
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, State, or local) terminated for cause or default; and
- 5) SERVICE PROVIDER shall report immediately to RCOoA in writing any incidents of alleged fraud and/or abuse by either SERVICE PROVIDER or SERVICE PROVIDER's subcontractor. SERVICE PROVIDER shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RCOoA.
 - a. The SERVICE PROVIDER agrees to timely execute any and all amendments to this Contract Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

M. Contract Provisions

The SERVICE PROVIDER shall ensure compliance with any and all provisions as specified in CFR 45 CFR 92.36(i). These provisions include all regulations specified in this Agreement, as well as any additional regulations that are hereby incorporated by reference. The SERVICE PROVIDER understands that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy under 45 CFR 92.36(i), and that they will be in compliance with all applicable modifications.

M. Contract Agreement Authorization

- 1) **If a public entity, the SERVICE PROVIDER shall submit to RCOoA a copy of the resolution, order, or motion referencing the Contract Agreement number authorizing execution of this Contract Agreement. If a private nonprofit entity, the SERVICE PROVIDER shall submit to RCOoA an authorization by the board of directors to execute this Contract Agreement, referencing this Contract Agreement number.**
- 2) Documentation in the form of a resolution, order, motion, or authorization by the Board of the Service Provider is required for the original and each subsequent amendment to this Contract



Agreement. This requirement may also be met by a single resolution, order, motion, or authorization from the Board of the Service Provider authorizing the Service Provider Director or designee to execute the original and all subsequent amendments to this Agreement.

N. Drug-Free Workplace Act

The SERVICE PROVIDER shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code, Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code, Section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government code, Section 8355 (c), that every employee who works under this Contract Agreement:
 - a. Will receive a copy of the SERVICE PROVIDER'S drug-free policy statement; and
 - b. Will agree to abide by the terms of the SERVICE PROVIDER'S statement as a condition of employment on the contract.
- 4) Failure to comply with these requirements may result in suspension of payments under the Contract Agreement or termination of the Contract Agreement or both, and the SERVICE PROVIDER may be ineligible for award of any future State funded Contract Agreements if RCOoA determines that any of the following has occurred: (1) the SERVICE PROVIDER has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

O. Provision of Services

The SERVICE PROVIDER shall ensure the provision of services under this Contract Agreement, as specified by the Program Exhibit or the Scope of Service which are hereby incorporated by reference.

P. Availability of Staff

- 1) The SERVICE PROVIDER shall maintain adequate staff to meet all obligations under this Contract Agreement.



- 2) This staff shall be available to the RCOoA or the State for training and meetings which RCOoA may find necessary from time to time.

Q. Administration

- 1) The SERVICE PROVIDER shall be a public or private nonprofit entity. RCOoA must secure a waiver from CDA to award a Contract Agreement to a for-profit entity, should there be no equally competent applicant. If a private nonprofit entity, the SERVICE PROVIDER shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Contract Agreement.
- 2) The SERVICE PROVIDER shall ensure that any subcontractors providing services under this Contract Agreement shall be of sound financial status. Any private, subcontracting corporation shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Contract Agreement.
- 3) Failure to maintain good standing by the SERVICE PROVIDER shall result in any of the sanctions listed under the Contract Agreement Sanction Policy, Attachment B, until satisfactory status is restored.

ARTICLE III. CONTRACT AGREEMENT REFERENCING

- A. All elements of this Contract Agreement, as defined in Article I., Section A., and as approved by RCOoA in making this award, are hereby incorporated by reference, and is fully set forth herein.
- B. A copy of this Contract Agreement is on file, portions are available for inspection by appointment, at Riverside County Office on Aging, 6296 River Crest Drive, Suite K, Riverside, CA 92507.

ARTICLE IV. TERM OF CONTRACT AGREEMENT

- A. The term of this Contract Agreement is **October 1, 2015 through June 30, 2016**, at which time the Contract Agreement expires, subject, however, to earlier termination or cancellation as herein provided. Commencement of Work: should the SERVICE PROVIDER or subcontractor begin work in advance of receiving notice that the Contract Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

The final date to submit a signed Contract Agreement is October 30th. A Service Provider who fails to comply with this requirement will be deemed non-responsive and a Contract Agreement will not be executed.

- B. This Contract Agreement may be canceled by either party at any time upon thirty (30) days written notice to the other party, with or without cause. In the event of cancellation notice, RCOoA will present written notice to the SERVICE PROVIDER of any conditions, such as care of clients, return of unspent funds, and disposition of property, which must be met prior to cancellation. Cancellation is effective only upon the written determination of RCOoA that the SERVICE PROVIDER has met those conditions.

- C. RCOoA reserves the right to non-renew Contract Agreements for years subsequent to the term of this Contract Agreement.

ARTICLE V. FUNDS

Funding awarded under this Contract Agreement is made available under provisions of the Older Americans Act Amendments, Title III and/or Title VII, and California State appropriations, and has been approved by the RCOoA Governing Board. Funding awarded to SERVICE PROVIDERS represents allocations after deduction of program administrative service charges.

A. Expenditure of Funds

- 1) The SERVICE PROVIDER shall expend all funds received hereunder in accordance with this Contract Agreement.
- 2) Any reimbursement for authorized travel and per diem (i.e. travel, lodging, meals, and other incidentals) shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations. Rates may be accessed on the State's website:

- **Mileage**

<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>

- **Per Diem (meals and incidentals)**

<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>

- **Lodging**

<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the SERVICE PROVIDER from paying any differences in costs, from funds other than those provided by RCOoA, between State rates and any rates the SERVICE PROVIDER is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from RCOoA. (CCR, Title 2 Section 599.615 et. seq.)

- 3) RCOoA reserves the right to refuse payment to the SERVICE PROVIDER or disallow costs for any expenditure, as determined by RCOoA to be: out of compliance with this Contract Agreement, unrelated or inappropriate to Contract Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability of Funds

The SERVICE PROVIDER shall maintain accounting records for funds received under the terms and conditions of this Contract Agreement. These records shall be separate from those for any other funds administered by the SERVICE PROVIDER, and shall be maintained in accordance with



Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget Cost Principles.

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Contract Agreement, or dissolution of the entity, the SERVICE PROVIDER shall return to RCOoA immediately upon written demand, any funds provided under this Contract Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Contract Agreement, or the dissolution of the entity.

D. Availability of Funds

- 1) For the mutual benefit of both parties, and in order to avoid program and fiscal delays that would occur if this Contract Agreement were executed after that determination was made, it is understood between the parties that this Contract Agreement may have been written before ascertaining, the availability of appropriation of State and/or federal funds.
- 2) This Contract Agreement is valid and enforceable only if sufficient funds are made available to CDA by the United States Government or by the Budget Acts of the appropriate fiscal years for the purposes of these programs. In addition, this Contract 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 Contract Agreement in any manner.
- 3) In the event that insufficient funds are appropriated by the Legislature and/or Congress for any of these programs, this Contract Agreement may be terminated or amended to reflect any reduction in funds.
- 4) RCOoA reserves the right to increase and/or decrease funds available under this Contract Agreement to reflect, any restrictions, limitations, or conditions as directed by the California Department of Aging.

E. Reduction of Funds

- 1) If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this Contract Agreement, RCOoA has the option to either:
 - a. Terminate the Contract Agreement pursuant to Article XVI. Termination, Section A.
 - b. Offer a Contract Amendment to reflect the reduced funding for this Contract Agreement.
- 2) In the event that RCOoA elects to offer a Contract Amendment, RCOoA reserves the right to determine (1) which Contract Agreements, if any, under this program shall be reduced and (2) some Contract Agreements may be reduced by a greater amount than others, and (3) the amount that any and or all of the Contract Agreements shall be reduced for the fiscal year.

- 3) RCOoA may reduce the amount of awarded funding if the SERVICE PROVIDER is not meeting service objectives as listed in the scope(s) of services or if spending pattern indicates that the SERVICE PROVIDER will have unexpended funding at the end of the Agreement period. RCOoA will be the sole determinant of all reduction of RCOoA funding and will be reasonable in its determination.
- 4) The SERVICE PROVIDER hereby expressly waives any and all claims against RCOoA for damages arising from the termination, suspension, or reduction of the funds provided by RCOoA.
- 5) In the event of termination of this Contract Agreement for reduction, suspension or termination of funds to RCOoA, the SERVICE PROVIDER shall be compensated by RCOoA for completed services rendered prior to termination, subject to availability of funds, allowability of costs and audit verification.

F. Increase of Awarded Funds

RCOoA may increase the amount of awarded funding, subsequent to execution of this Contract Agreement, if additional RCOoA funding becomes available. The SERVICE PROVIDER may be required to increase the service objectives as listed in the scope(s) of service(s) to qualify for additional funding. Any such increase in funding will not be subject to a competitive process.

G. Supplantment

RCOoA funds cannot be used to supplant (replace) funds from non-Federal funding sources.

H. Acknowledging RCOoA Funding

The SERVICE PROVIDER shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures, press releases, etc., and shall acknowledge RCOoA by the use of signs on funded vehicle(s).

I. Interest Earned

- 1) SERVICE PROVIDER may keep interest amounts up to \$100 per fiscal year for Local Government Agencies [45CFR 92.21(i)] and \$250 for Non-Profit Organizations [45CFR 74.22 (l)], for administrative expenses. Interest earned on advanced contract funds shall be identified as Program Income on Fiscal budgets.

Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply:

- a. The SERVICE PROVIDER receives less than \$120,000 in federal awards per year.
- b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.

- c. 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.

J. 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 the Contract Agreement funds (except as noted in 4) and may reduce the total amount of Contract Agreement funds payable to the SERVICE PROVIDER.
- 4) For Title III-B, III-C, III-D, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs, if Program Income is earned in excess **of the amount approved by RCOoA in the Contract Agreement budget**, the excess amount may be deferred for use in the first quarter of the following Contract Agreement period, which is the last quarter of the federal fiscal year: July, August, and September.
- 5) If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
- 6) **Program Income may not be used to meet the matching requirements of this Agreement.**
- 7) Program Income must be used to expand baseline services.

K. One-Time-Only (OTO) Funding

- 1) OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued. Only a Service Provider with existing contracts, funded by the same funding source as the OTO funds, is eligible to receive the OTO funds. All contracts shall be procured either through an open competitive procurement process pursuant to Title 22 CCR Section 7532 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
- 2) Title IIIs and Title VII Program One-Time-Only funds shall be used for the following purposes:
 - a. The purchase of equipment which enhances the delivery of services to the eligible service population and is an allowable cost of the program.
 - b. Home and community-based projects which assist families and/or caregiver to maintain the eligible service population in a home environment, as approved by RCOoA.

- c. Innovative pilot projects that approved by CDA/RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR 1321.53 (a) & (b)].
 - d. Baseline services – OTO funds, with prior RCOoA approval, may be used to maintain or increase baseline services. However, programs funded with OTO funds shall not expect OTO funding beyond the current contract period in which OTO funds are awarded.
- 3) Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall be used to purchase food in the Elderly Nutrition Programs.

L. Matching Contributions

- 1) Matching means cash on the value of in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the SERVICE PROVIDER from other resources;
- 2) In-kind contributions are property or services provided which benefit a Contract Agreement-supported project or program and which are contributed by non-federal parties without charge to SERVICE PROVIDER;
- 3) In-kind contributions count towards satisfying a matching requirement only where the payments would be otherwise allowable costs if SERVICE PROVIDER were to pay for the costs;
- 4) Costs incurred by the SERVICE PROVIDER must be verifiable from the records of the Service Provider;
- 5) Costs must be allowable as outlined in the Office of Management and Budget (OMB) cost principles and may be cash or in-kind contributions.
- 6) Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
- 7) 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.)

M. Matching Requirements

- 1) The required minimum matching contributions for Title III-B, III-C, III-D, VII Ombudsman, and VII Elder Abuse Prevention Programs is ten percent (10%) of the combined total of Federal share and matching contribution OR 11.11% of the Federal share alone. Program matching contributions for Title III-B, III-C, and III-D can be pooled to meet the minimum requirement of ten percent (10%).
 - a. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

- b. Matching contributions generated in excess of the minimum required are considered overmatch;
- 2) The required minimum program matching contributions for Title III-E is twenty-five percent (25%) of the combined total of Federal share and matching contribution OR 33.33% of the Federal share alone. Program overmatch from Title III-B, III-C, or III-D cannot be used to meet the program match requirement for III-E;
 - a. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds. Title III-E programs have no State funds.
- 3) No minimum program matching contribution is required for the Health Insurance Counseling Advocacy Program (HICAP).

Minimum match required above is subject to change at any time.

N. Indirect Costs

- 1) The maximum reimbursement amount allowable for indirect costs is 8 percent of Service Providers direct costs (excluding in-kind contributions and nonexpendable equipment). Indirect costs exceeding the 8 percent maximum may be budgeted and used to meet the minimum matching requirements.
- 2) Service Provider requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

O. Financial Management Systems

The SERVICE PROVIDER shall meet the following standards for its financial management systems, as stipulated in 45 CFR 92.20 (governmental) or 45 CFR, or Section 74.21 (non-profits):

- 1) Financial Reporting
- 2) Accounting Records
- 3) Internal Control
- 4) Budgetary Control
- 5) Allowable Costs
- 6) Source Documentation
- 7) Cash Management

RCOoA may require financial reports more frequently or with more detail (or both), upon written notice to the Service Provider, until such time as RCOoA determines that the financial management standards are met.

ARTICLE VI. BUDGET AND BUDGET REVISION

- A. The SERVICE PROVIDER will be reimbursed for expenses only as itemized in the budget approved by RCOoA which is attached and hereby incorporated by reference.
- B. The Budget Summary must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The SERVICE PROVIDER'S budget shall include, at a minimum, the following items when reimbursable under this Contract Agreement.
- 1) Direct and overhead costs;
 - 2) Monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of personnel time to be charged to this Contract Agreement, as well as fringe benefits;
 - 3) Rental reimbursement items should specify the unit rate, such as the rate per square foot;
 - 4) If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified;
 - 5) Any travel outside the State of California; and
 - 6) A detailed list of other operating expenses.

RCOoA shall ensure that the SERVICE PROVIDER shall submit a budget which shall be incorporated by reference into the Contract Agreement and will have, at a minimum, the categories listed in Section B above.

- C. The SERVICE PROVIDER may make changes in budget allocations, subject to the following conditions:
- 1) The SERVICE PROVIDER may transfer Contract Agreement funds from each line item within the approved program budget, without prior approval of RCOoA, providing the amount of the change in that Cost Category is BOTH less than 20% AND less than \$1,500.
 - a. For Titles III-B, C, D, and E those six (6) Cost Categories are: 1.) Personnel Costs; 2.) Travel/Training; 3.) Equipment; 4.) Consultants; 5.) Other Costs; and 6.) Indirect Costs. Title C has two additional Cost Categories: 7.) Catered Food and 8.) Raw Food.
 - 2) The SERVICE PROVIDER shall request prior approval from RCOoA for any Total change in a Cost Category that is BOTH 20% or greater AND \$1,500 or more.
 - 3) The SERVICE PROVIDER shall maintain a written record of all budget changes and clearly document Cost Category changes. The record shall include the date of the transfer, the amount, and the purpose and shall be submitted to RCOoA on form A1: Narrative Justification for Budget Revisions for approval.

- D. The SERVICE PROVIDER shall submit a proposed Budget Summary to RCOoA with this Contract Agreement or any other time as indicated and requested by RCOoA.
- E. The final date to submit budget revisions is March 15th for this Contract Agreement period unless otherwise specified by RCOoA.

ARTICLE VII. PAYMENT

A. Advance Payments

- 1) RCOoA shall allow the SERVICE PROVIDER, funded under the Older Americans Act Amendments, Title III and Title VII, and HICAP, upon execution of this Contract Agreement and availability of funds, to request and receive, in a timely manner, one advance payment per fiscal year which shall not exceed one-twelfth of the Contract Agreement amount.
 - a. Beginning with the September Monthly Financial Report/Request for Funds (MFR), one-tenth of the advance payment shall be deducted each month from amounts due the SERVICE PROVIDER, until the advance is fully liquidated.
- 2) If, at the time of the final Monthly Financial Report, or upon completion or termination of this Contract Agreement, the advance payment has not been fully liquidated, the SERVICE PROVIDER agrees to pay the balance to RCOoA upon demand.

B. Monthly Reimbursement Payments

- 1) The SERVICE PROVIDER shall request payment monthly, on a reimbursement basis, and in arrears for actual expenses incurred, less any amount applied against the advance, beginning with the July expenditure report.
- 2) The SERVICE PROVIDER shall submit a Monthly Financial Report/Request for Funds (MFR) **to be received at RCOoA by the 5th working day of each subsequent month.**

C. Accruals

Any accruals for any unpaid obligations at the end of the fiscal year is to be paid within 30 days.

ARTICLE VIII. SUBCONTRACTS OR VENDOR AGREEMENTS

- A. SERVICE PROVIDER shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontract is utilized by the SERVICE PROVIDER for any portion of this Contract Agreement, the SERVICE PROVIDER shall retain the prime responsibility to ensure: compliance with laws, regulations and the provisions of contract agreements that may have a direct or material effect on each of its major programs, all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with

Article II Section D of this Contract Agreement, for handling property in accordance with Article XI of this Contract Agreement and ensuring the keeping of, access to, availability and retention of records of subcontractors in accordance with Article IX.

- C. SERVICE PROVIDER shall provide RCOoA with a copy of the Subcontract Agreement and/or vendor agreements and budget to be made a part of this Contract Agreement.
- D. Funds for this Contract Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Contract Agreement, unless all funding under this Contract Agreement is appropriated without regard for fiscal year, and RCOoA has agreed in writing to permit the specific expenditure for a specified period of time.
- E. The SERVICE PROVIDER shall have no authority to contract for, or on behalf of, or incur obligations on behalf of RCOoA.
- F. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the SERVICE PROVIDER and shall be made available to RCOoA for review upon request.
- G. The SERVICE PROVIDER shall monitor the insurance requirements of its subcontractors, in accordance with Article XV.
- H. The SERVICE PROVIDER shall require all its subcontractors and or vendor agreements to indemnify, defend and save harmless the SERVICE PROVIDER, its officers, agents and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with any activities performed for which funds from this Contract Agreement were used and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the subcontractor in the performance of this Contract Agreement.
- I. The SERVICE PROVIDER shall ensure that the subcontractor and/or vendor agreements will complete all reporting and expenditure documents requested by RCOoA. These reporting and expenditure documents shall be sent to the SERVICE PROVIDER by the 10th working day of each month.
- J. Where a program may be subcontracted to a for-profit organization, the SERVICE PROVIDER should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the sub-contracted program by an independent audit firm.
- K. The SERVICE PROVIDER shall require the subcontractor to maintain adequate staff to meet the subcontractor's agreement with the Service Provider. This staff shall be available for trainings and meetings which RCOoA may find necessary from time to time.
- L. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of the State of California and shall maintain that status throughout the term of the agreement.



- M. The SERVICE PROVIDER shall immediately notify RCOoA of any changes to subcontractors or subcontracted services, described in W&I Code Sections 9541 through 9547, within the term of this Contract Agreement. SERVICE PROVIDER shall also notify RCOoA if subcontracted services are different than those services approved and contracted for in the prior fiscal year.
- N. SERVICE PROVIDER shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the SERVICE PROVIDER shall follow the Procurement requirements in the applicable OMB Circular.

ARTICLE IX. RECORDS

- A. The SERVICE PROVIDER shall maintain complete records (which shall include, but not be limited to, accounting records and tax returns, Contract Agreements, letters of agreement, insurance documentation in accordance with Article XV, Memorandums and/or Letters of Understanding, patient or client records, electronic files and non-profit board minutes) of its activities and expenditures hereunder in a form satisfactory to RCOoA and shall make all records pertaining to this Contract Agreement available for inspection and audit by RCOoA and the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the SERVICE PROVIDER: (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by RCOoA Fiscal Branch; (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Contract Agreement, or by sections (B) and (C) of this Article, and (c) for such longer period as RCOoA deems necessary.
- B. If this Contract Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in section (A) above. The SERVICE PROVIDER shall ensure that any resource directories and all client records remain the property of RCOoA upon termination of this Contract Agreement, and are returned to RCOoA or transferred to another SERVICE PROVIDER as instructed by RCOoA.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of RCOoA and so stated in writing to the SERVICE PROVIDER.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by RCOoA under this Contract Agreement. If the allowability of expenditures cannot be determined because records or documentation of the SERVICE PROVIDER are non-existent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by RCOoA during the audit resolution process.
- E. The SERVICE PROVIDER agrees that RCOoA or its delegates will have the right to review, obtain and copy all records pertaining to the performance of this Contract Agreement which shall include, but not be limited to, accounting records and tax returns, Contract Agreements, letters of agreement, insurance documentation in accordance with Article XV, Memorandums and/or Letters



of Understanding, patient or client records, electronic files and non-profit board minutes. The SERVICE PROVIDER agrees to provide RCOoA or its delegates with any relevant information requested within 10 working days of date of request. The SERVICE PROVIDER shall permit RCOoA or its delegate's access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with (GC 8546.7 et seq.). SERVICE PROVIDER further agrees to maintain such records until a California Department of Aging audit of RCOoA has been completed and an audit resolution has been issued.

- F. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE X. REPORTS

- A. SERVICE PROVIDER must have at least one computer with Windows 8, Windows 7, Windows Vista, or XP operating system; a processor of 1.75GHz or faster, 2G Ram, 160GB hard drive, a continuous working DSL Internet connection or better; Internet Explorer 7.0 or higher (or equivalent), and staff capacity to meet Monthly, Quarterly, and/or Annual reporting requirements.
- B. SERVICE PROVIDER shall develop and implement a process for ensuring quality control. Reporting forms shall be reviewed for timeliness, completeness and accuracy of the information submitted by the Program Director or his/her designee prior to submission to RCOoA. Incomplete forms shall be returned to the SERVICE PROVIDER for completion. (In the event of changes in these forms, RCOoA shall advise the SERVICE PROVIDER via written notice).
- C. **Failure to comply with Fiscal and Program reporting requirements will exclude SERVICE PROVIDER from eligibility for One-Time-Only funding.**
- D. Monthly performance reports shall be submitted to RCOoA by the 5th working day of each month. For those SERVICE PROVIDERS required to submit electronically, reports must be submitted in the prescribed NAPIS reporting format.
- E. RCOoA and SERVICE PROVIDER shall keep these reports on file, unless otherwise specified, in accordance with the program manual(s) or until the Department deems the retention no longer necessary.
- F. Fiscal Closeout Report

The SERVICE PROVIDER shall submit a year-end fiscal closeout report. The fiscal closeout report shall be signed by a designated authorized signatory certifying the accuracy of the report. Final fiscal closeout report shall include actual accruals for any unpaid obligations; any corrections or adjustments necessary to bring report into agreement with balanced general ledger; adjustments for prepaid expenses to be partially credited to the current fiscal year and charged to the following fiscal year, such as insurance premiums. **The fiscal closeout report must be received by RCOoA as soon as possible, following the end of the fiscal year, but no later than July 15, 2016. Any additional costs submitted after July 15th, may not be reimbursed by RCOoA.**



- G. Nutrition Programs Only: The SERVICE PROVIDER shall annually assess Title III-C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative.

ARTICLE XI. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, used in operation of this Contract Agreement.
 - 1) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools and intangibles, etc.
 - 2) Property does not include consumable office supplies such as paper, pencils, printer cartridges, file folders, etc.
- B. Property meeting all of the following criteria are subject to the reporting requirements:
 - 1) Has a normal useful life of at least one (1) year
 - 2) Has a unit acquisition cost of at least \$500 (e.g., a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
 - 3) Is used to conduct business under this Contract Agreement.

As used in this Contract Agreement, the term "equipment" shall refer only to capitalized property.

- C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees and other costs incurred to obtain title to the asset.

- D. The SERVICE PROVIDER shall keep track of all property furnished or purchased with RCOoA funds and submit to RCOoA annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased with funds awarded under the terms of this Contract Agreement or any predecessor Contract Agreement for the same purpose. The Service Provider shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA32), unless otherwise directed by RCOoA.
- E. Acquisition and/or disposition of RCOoA property, during the year, are to be reported on forms provided by RCOoA.

- 1) SERVICE PROVIDER shall use the electronic version of form CDA 32 Report of Property Furnished Purchased with Agreement Funds to report inventory with the following information when RCOoA property is acquired:
 1. Date acquired
 2. Property description (include model number)
 3. CDA Tag Number
 4. Serial Number (if applicable)
 5. Cost of basis of Value
 6. Fund Source

RCOoA requires the CDA 32 to be updated as property is acquired to reflect the current status of property.

F. Disposal of Property

- 1) SERVICE PROVIDER shall use the electronic form Request to Dispose of Property (CDA 248) prior to disposal of any RCOoA property purchased by the SERVICE PROVIDER with funds from this Contract Agreement or any predecessor Agreement, the SERVICE PROVIDER must obtain written approval from RCOoA for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding or transfer to another agency, may not occur until written approval is received from the State via RCOoA. Once approval for disposal has been received from the State via RCOoA, the item(s) shall be removed from the Contractor's inventory report.
- 2) SERVICE PROVIDER must remove all confidential, sensitive, or personal information from RCOoA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.

- G. CDA 32 listing must be available for periodic review and submitted annually to RCOoA at fiscal year-end or as RCOoA property is acquired. **Failure to comply with updating inventory list will prevent SERVICE PROVIDER from eligibility for One-Time-Only funding.**
- H. RCOoA reserves the title to all RCOoA purchased or financed property not fully consumed in the performance of this Contract Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by parties.
- I. SERVICE PROVIDER shall exercise due care in the use, maintenance, protection and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until SERVICE PROVIDER has complied with all written instructions from RCOoA regarding the final disposition of the property.
- J. **SERVICE PROVIDER shall notify RCOoA within twenty-four (24) hours, by telephone, followed by written report, of any loss, destruction, or theft of such property to RCOoA (if**

such damage has been a result of a crime, please notify the Police Department immediately). The SERVICE PROVIDER shall prepare a written report to RCOoA, with the following information:

- a. Form CDA 32, with the damaged property highlighted.
- b. Date and description of the incident and/or copy of the Police Report.
- c. Description of disposal of damaged property, if applicable;
- d. Description of how property will be replaced and cost of replacement, if known.

With respect to all equipment utilized in conjunction with the Contract Agreement where RCOoA retains title as legal owner, the SERVICE PROVIDER shall procure and maintain sufficient Property Insurance policy limits against any loss such as fire, theft, etc. as outlined in Article XV of this Contract Agreement. (2 CFR. Ch. 11 Section 215.31)

At least annually, SERVICE PROVIDER shall inform their insurance company of all newly acquired property purchased with RCOoA funds. In the event of a loss, if Property Insurance policy limits are insufficient, SERVICE PROVIDER will be held accountable for the replacement of the RCOoA property.

- K. In the event SERVICE PROVIDER'S dissolution or upon termination of this Contract Agreement, SERVICE PROVIDER shall provide a final property inventory to RCOoA. RCOoA reserves the right to require SERVICE PROVIDER to transfer such property back to RCOoA or to another entity with the approval of CDA.

To exercise the above right, no later than 120 days after termination of the Contract Agreement or notification of the Service Provider's dissolution, the State via RCOoA will issue specific written dissolution instructions to the Service Provider.

- L. SERVICE PROVIDER shall use the property for the purpose for which it was intended under the Contract Agreement. When no longer needed for that use, SERVICE PROVIDER shall return it to RCOoA.
- M. SERVICE PROVIDER may share use of the property and equipment or allow use by other programs, upon written approval of RCOoA.
- N. SERVICE PROVIDER shall not use equipment or supplies acquired under this Contract Agreement with RCOoA monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. SERVICE PROVIDER shall include the provisions contained in Article XI in all its subcontracts awarded under this Contract Agreement.

ARTICLE XII. ACCESS

The SERVICE PROVIDER shall provide access to RCOoA, the Bureau of State Audits, the Comptroller General of the United States, or any of their duly authorized federal and State representatives to any books, documents, papers, records and electronic files of the SERVICE PROVIDER or subcontractor which are directly pertinent to this specific Contract Agreement for the purpose of audit, examination, excerpts, and transcriptions. The SERVICE PROVIDER shall include this requirement in its subcontracts.

ARTICLE XIII. MONITORING, ASSESSMENT AND EVALUATION

- A. Authorized RCOoA representatives shall have the right to monitor, assess, and evaluate the SERVICE PROVIDER'S administrative, fiscal, and program performance pursuant to this Contract Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, interviews of project staff, and participants, and review of administrative documentation including nonprofit board minutes.
- B. The SERVICE PROVIDER shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any administrative program and fiscal staff, available during any scheduled process.
- C. The SERVICE PROVIDER shall, upon request, make available client participation records and fiscal records which confirm all data contained in monthly performance and monthly financial report (MFR). The information shall be maintained in a neat and orderly manner. SERVICE PROVIDER is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a California Department of Aging audit of RCOoA has been completed and an audit resolution has been issued.
- D. The SERVICE PROVIDER shall demonstrate an ongoing mechanism for internal monitoring and evaluation of the program.
- E. The SERVICE PROVIDER shall maintain formal procedures for obtaining the views of participants regarding service operations. Suggestions relative to program changes/modifications must receive appropriate consideration by SERVICE PROVIDER. Acceptable methods for soliciting consumer input include, but are not limited to: suggestion box, project council/advisory group, client questionnaires, and interviews.

ARTICLE XIV. AUDIT

- A. The SERVICE PROVIDER expending more than \$500,000 in federal funds within the Contract Agreement year shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: 1. Performed timely—within 30 days after the receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; 2. Properly



procured—use procurement standards provided for in OMB Circular 133 and provide maximum opportunities to small and minority audit firms; 3. Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; 4. All inclusive—includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the contract agreements; and the schedule of findings and questioned costs; and 5. All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:

Riverside County Office on Aging
Attn: Fiscal Department
6296 River Crest Drive, Suite K
Riverside, CA 92507

- B. A SERVICE PROVIDER expending less than \$500,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection. 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be received at RCOoA within 90 days after the end of the audit period. Should a SERVICE PROVIDER not be able to submit its audit in a timely manner, an extension must be obtained in advance from RCOoA.

Specified in HHS' Title 45, Code of Federal Regulations (CFR), Part 74.26 a For-Profit entity is subject to the same audit requirements of a Non-Profit entity.

- C. The SERVICE PROVIDER assures RCOoA that all subcontractors are audited as required by State and federal law. These requirements shall be included in subcontractor Agreements. Further, subcontractor shall be required to include in its contracts with the auditors selected by subcontractors that the auditors will comply with all applicable audit requirements/standards. The SERVICE PROVIDER shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the SERVICE PROVIDER performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- D. Audit reports shall include the entire term of the Contract Agreement. If SERVICE PROVIDER is not on the same fiscal year as RCOoA, SERVICE PROVIDER shall provide RCOoA with a reconciliation and supplementary information, prepared by the certified public accountant performing the audit, which would be necessary/sufficient to tie audit reports to the Contract Agreement term. SERVICE PROVIDER further agrees to allow RCOoA the right to review and to copy any records with supporting documentation pertaining to the Performance of this Contract Agreement and to maintain such records for a period of three (3) years after final payment under the Contract Agreement or until a California Department of Aging audit of RCOoA has been



completed, whichever is longer. **Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.**

- E. RCOoA shall have access to all audit reports and supporting work papers of the SERVICE PROVIDER and subcontractors and the option to perform additional work, as needed.
- F. All audits submitted to RCOoA shall include the Management Letter.
- G. Where the SERVICE PROVIDER engages an independent auditor, the SERVICE PROVIDER shall provide a clause for: 1.) permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the Performance of this Contract Agreement; and 2.) maintaining such records for a period of three (3) years after final payment under the Contract Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer.
- H. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.
- I. The SERVICE PROVIDER shall cooperate with and participate in any further audits which may be required by RCOoA.
- J. **Failure to comply with Audit requirements will exclude SERVICE PROVIDER from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.**

ARTICLE XV. INSURANCE AND HOLD HARMLESS

- A. Prior to commencement of any work under this Contract Agreement and by July 1st, the SERVICE PROVIDER shall provide for the term of this Contract Agreement, the following certificates of insurance. If coverage is not in place by July 1st any services provided will not be reimbursed for the period when coverage is not in place.
 - 1) **Commercial General Liability** of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by CDA in cases of higher than usual risks. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract—at a minimum, coverage must be extended to all volunteers. Other policies that cover volunteers include Worker's Compensation and Volunteer Accident Insurance. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to SERVICE PROVIDER'S limit of liability. If the policy contains an annual aggregate, this shall be at least double the per occurrence limit.
 - 2) **Automobile Liability** with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an automobile including owned, hired, and non-owned autos (including non-owned auto liability for volunteers and paid employees providing services supported by this Contract Agreement). If applicable, or unless otherwise amended by future regulation, SERVICE PROVIDER or subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:



- (a) \$750,000 if seating capacity is under 8
 - (b) \$1,500,000 if seating capacity is 8-15
 - (c) \$5,000,000 if seating capacity is over 15
 - 3) **Workers' Compensation and Employer's Liability** coverage for all its employees who will be engaged in the performance of the Contract Agreement, including special coverage extensions where applicable (Labor Code Section 3700).
 - 4) **Errors and Omissions** of not less than \$1,000,000 Combined Single Limit per occurrence is required as it appropriately relates to the services rendered. The entity providing Ombudsman services must be insured for activities including, but not limited to, investigation of patient complaints.
 - 5) **Fidelity Bond/Crime Coverage**, if SERVICE PROVIDER is not a governmental agency, in an amount of not less than \$25,000 covering all paid and volunteer employees, officers and other persons holding positions of trust, indemnifying RCOoA against all losses resulting from fraud or lack of integrity, honesty or fidelity.
 - 6) **Business Contents/Business Personal Property (BPP)/All Risk Property Insurance** coverage of property purchased in whole or in part with RCOoA funds, and thus owned by the California Department of Aging and utilized by SERVICE PROVIDER. Property should be covered against any loss such as fire, theft, etc., policy limits shall be at sufficient amounts to ensure replacement value.
- B. The insurance will be obtained from an insurance company acceptable to the California Department of General Services, Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to RCOoA. Insurance obtained through commercial carriers shall meet the following requirements:
- 1) The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to RCOoA, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 - 2) The Certificate of Insurance shall provide that RCOoA is included as additional insured, but only insofar as the operation under this Contract Agreement is concerned. Errors and Omissions coverage is exempt from this requirement.
 - 3) RCOoA shall be named the certificate holder and RCOoA's address must be listed on the certificate.
 - 4) Each certificate must reference the correct Contract Agreement number as it relates to the appropriate fiscal year.

- D. The insurance provided herein shall be in effect at all times during the term of this Contract Agreement. In the event the insurance coverage expires during the term of this Contract Agreement the SERVICE PROVIDER agrees to provide RCOoA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining Contract Agreement term or for a period not less than one (1) year. **In the event SERVICE PROVIDER fails to keep in effect at all times said insurance coverage, RCOoA may, in addition to any other remedies it may have, terminate this Contract Agreement.**
- E. A copy of each appropriate certificate of insurance, referencing this Contract Agreement number, or letter of self insurance, shall be submitted to RCOoA with this Contract Agreement.
- F. The SERVICE PROVIDER shall indemnify, defend and save harmless RCOoA and the California Department of Aging, their officers, agents and employees from any and all claims and losses accruing or resulting to any contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Contract Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the SERVICE PROVIDER in the performance of this Contract Agreement.

ARTICLE XVI. TERMINATION

- A. RCOoA may terminate the SERVICE PROVIDER or project operations hereunder and be relieved of the payment of any consideration to the SERVICE PROVIDER in the event of: (1) a violation of the law or failure to comply with any condition of this Contract Agreement; (2) inadequate program performance or failure to make progress so as to endanger performance of this Contract Agreement; (3) failure to comply with Fiscal and Program reporting requirements including audits; (4) evidence that the SERVICE PROVIDER is in such an unsatisfactory financial condition as determined by RCOoA, which includes the loss of other funding sources, as to endanger performance of this Contract Agreement; (5) delinquency in payment of taxes or the costs of performance of this Contract Agreement in the ordinary course of business; (6) appointment of a trustee, receiver, or liquidator for all or a substantial part of the SERVICE PROVIDER'S property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against the SERVICE PROVIDER; (7) service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the SERVICE PROVIDER'S assets or income; (8) the commission of an act of bankruptcy; (9) finding of debarment or suspension, Article II Section M; (10) that the SERVICE PROVIDER'S organizational structure has materially changed; (11) failure to comply with RCOoA insurance requirements, Article XV; and/or (12) suspended program operations for more than (3) consecutive months in any budgeted year, unless permission has been granted in writing by RCOoA.
- B. Termination shall be effective immediately in the case of threat to life, health or safety of the public. The effective date for Termination with Cause or for funding reductions is 30 days and Termination without Cause is 90 days subsequent to written notice to RCOoA. Upon thirty (30) days written notice to the SERVICE PROVIDER of the action being taken, the reason for such action, any conditions (such as, but not limited to, transfer of clients, care of clients, disposition of property, return of unspent funds, etc.), the date upon which termination becomes effective, and a final date



for which a claim for payment may be submitted to RCOoA. Said notice shall also inform the SERVICE PROVIDER of its right to appeal such decision to RCOoA and of the procedure for doing so. After notice of termination has been given and except as otherwise directed by RCOoA, SERVICE PROVIDER shall:

- 1) Stop service provision under this Contract Agreement on the date and to the extent specified in the notice of termination. RCOoA may assure continuation of services directly or through subcontract.
 - 2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract Agreement;
 - 3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
 - 4) Deliver to RCOoA, in the manner, at the time, and to the extent directed by RCOoA, the rights, titles and interests of the SERVICE PROVIDER as applicable to this Contract Agreement;
 - 5) Transfer title to RCOoA and deliver in the manner, at the times and to the extent directed by RCOoA; 1) the fabricated or non-fabricated parts, work in process, completed work and supplies, equipment and other materials produced as a part of or acquired in connection with the performance of the work terminated by the notice of terminations, and 2) the completed or partially completed plans, drawings, information and other property which, if the Contract Agreement had been completed, would have been required to be furnished; and
 - 6) After receipt of a notice of termination, submit to RCOoA a termination claim, in the form and with certification described by RCOoA. All costs to RCOoA shall be deducted from any sum due the SERVICE PROVIDER, under this Contract Agreement, and the balance, if any, shall be paid to the SERVICE PROVIDER. Upon failure of the SERVICE PROVIDER to submit a termination claim within the time allowed in the notice of termination, RCOoA may, on the basis of information available, pay the amount, if any, which it determines due to the SERVICE PROVIDER.
- C. RCOoA may determine that a SERVICE PROVIDER may be considered "high risk" as described in 45 CFR, Part 92.12 for local governments and 45 CFR 74.14 for non-profits. If such a determination is made, the SERVICE PROVIDER may be subject to special conditions or restrictions.
- D. At RCOoA's discretion sanctions may be imposed, leading up to or in lieu of Termination, refer to the Sanction Policy, Attachment B, for further clarification.

ARTICLE XVII. REMEDIES

The SERVICE PROVIDER agrees that any remedy provided in this Contract Agreement is in addition to and not in derogation of any other legal or equitable remedy available to RCOoA as a result of breach of this Contract Agreement by the SERVICE PROVIDER, whether such breach occurs before or after completion of the project.

ARTICLE XVIII. DISSOLUTION OF ENTITY

The SERVICE PROVIDER shall notify RCOoA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XIX. REVISIONS, WAIVERS OR MODIFICATIONS

- A. No revisions, waivers or modifications of any of the provisions of this Contract Agreement shall be valid unless in writing, and approved as required. No oral understanding or agreement not incorporated in this Contract Agreement is binding on any of the parties.
- B. Should either party during the term of this Contract Agreement desire a revision, waiver or modification in this Contract Agreement, such revision, waiver or modification shall be proposed in writing to the other party. The other party shall accept in writing within thirty (30) days of receipt of request or it shall be considered rejected, except those revisions, waivers or modifications put into effect under section (C), below. Once accepted, such revisions, waivers, or modifications shall require a Contract Agreement amendment through RCOoA's amendment process to provide for the change mutually agreed to by the parties. The revision, waiver, or modification is not effective until the appropriate RCOoA processes have been completed.
- C. RCOoA reserves the right to revise, waive, or modify the Contract Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Department of Aging.
- D. An amendment is required to change the SERVICE PROVIDER'S name as listed on this Contract Agreement. Upon receipt of legal documentation of the name change RCOoA will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

ARTICLE XX. NOTICING

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided SERVICE PROVIDER retains receipt, and shall be communicated as of actual receipt.
- B. Notices mailed to RCOoA shall be addressed to: Riverside County Office on Aging, 6296 River Crest Drive, Suite K, Riverside, CA 92507. Notices mailed to the SERVICE PROVIDER shall be to the address indicated on the coversheet of this Contract Agreement.
- C. The name of the RCOoA contact to request revisions, waiver or modifications affecting this Contract Agreement will be provided by RCOoA to the SERVICE PROVIDER upon full execution of this Contract Agreement.

- D. The SERVICE PROVIDER shall present the name of its contact for this Contract Agreement to RCOoA. The SERVICE PROVIDER shall immediately notify RCOoA, in writing, of any change of its contact or address.
- E. Either party may change its address by written notice to the other party in accordance with this Article.
- F. An Amendment is required to change the SERVICE PROVIDER'S name as listed on this Contract Agreement. Upon receipt of legal documentation of the name change, to the address above, RCOoA will process the amendment. Monthly Financial Reimbursements (MFR's) with a new name cannot be paid prior to approval of said amendment.

ARTICLE XXI. APPEAL PROCESS

- A. In the event of a Contract Agreement dispute or grievance regarding the terms and conditions of this Contract Agreement both parties shall abide by the following procedures:
 - 1) The SERVICE PROVIDER shall first discuss the problem informally with the appropriate Program Manager or Fiscal staff. If the problem is not resolved, the SERVICE PROVIDER may, within fifteen (15) working days of the failed attempt to resolve the dispute with RCOoA, submit a written complaint together with any evidence to the RCOoA Executive Director. The complaint must include the disputed issues, the legal authority/basis for each issue which supports the SERVICE PROVIDER'S position and remedy sought. The Executive Director shall, within fifteen (15) working days after receipt of the SERVICE PROVIDER'S written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to Article XX of this Contract Agreement. Should the SERVICE PROVIDER disagree with the decision of the Executive Director, the SERVICE PROVIDER may appeal the decision to the Deputy Director of the Department of Aging. (Title 22 CCR, Sections 7700 through 7710)
 - 2) The SERVICE PROVIDER'S appeal must be submitted within ten (10) working days from the date of receipt of the decision of the RCOoA Executive Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents.
 - 3) Appeal costs of the SERVICE PROVIDER or subcontractor for administrative/court review are not reimbursable.
- B. The SERVICE PROVIDER shall continue with the responsibilities under this Contract Agreement during any dispute.

ARTICLE XXII. GRIEVANCES

SERVICE PROVIDER must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals. At a minimum, the process shall include all of the following:



- A. Time frames within which a complaint will be acted upon;
- B. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to RCOoA if dissatisfied with the results of the SERVICE PROVIDER'S review;
- C. Confidentiality provisions to protect the complainant's right to privacy. Only information relevant to the complaint may be released to the responding party without the individual's consent.
- D. SERVICE PROVIDER shall post notification of the grievance process in visible and accessible areas and in the primary languages of non-English speaking participants if more than 5% or 100 participants speak a language other than English. Homebound older individuals shall be informed of the grievance process either verbally or in writing.

ARTICLE XXIII. INTERAGENCY COORDINATION/COOPERATION

SERVICE PROVIDER shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons to establish a comprehensive, coordinated system of services that will facilitate access to, and utilization of, all existing services while reducing the incidence of service duplication. Acceptable methods of cooperation include, but are not limited to, letters of agreement, co-location and membership in interagency organizations. Services, whenever possible, must be provided at/or coordinated with focal points. At the minimum, the SERVICE PROVIDER shall assure that the community focal points and senior community centers have information pertaining to the services provided.

ARTICLE XXIV. DISASTER ASSISTANCE PLANNING

As part of the area-wide disaster assistance planning, SERVICE PROVIDER shall:

- 1) Designate an Emergency Services Coordinator and Alternate and submit a Disaster Assistance Form/CDA 42, available on our website at <http://www.RCOoA.com>.
- 2) Develop and maintain an Agency Disaster Plan (ADP). A template for a plan is available at <http://www.preparenow.org/srplan.html>. The plan should be reviewed annually, revised as needed, and submitted to RCOoA as revisions are made.

For a complete list of items that need to be covered within the ADP, please refer to the Disaster Assistance Policy, Attachment C.

ARTICLE XXV. PERSONNEL

RCOoA will not reimburse salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.



Smooth Transition, Inc.
October 1, 2015 through June 30, 2016
9 Months Contract

FY2015 – 2016

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

FY 2015 - 2016

October 1, 2015 through June 30, 2016

(9 Months)

**SMOOTH TRANSITION, INC.
TITLE IIIC-1**

RIVERSIDE COUNTY SENIOR NUTRITION SERVICES

1. Statement of work:

Contractor hereby agrees to comply with the Riverside Office on Aging policies and procedures that are based on Title 22 California Code of Regulations, Division 1.8 California Department on Aging.

2. Service Area(s) (SA) served

SA	SUBGROUP
Mead Valley	Seniors
Good Hope	Seniors

3. **Congregate Meals Program:**

- A. Number of annual units of service 65x186= 12,090 @ \$6.00 per meal
- B. Number of new seniors to be served 65 max per day
- C. Meals are provided 5 days a week
- D. Meals are provided 186 days a year
- E. Total number of volunteers 2
- F. Suggested eligible participant donation 0
- G. Non-eligible fee per meal 6.00
- H. Attach a copy of your donation policy

On the next page list all congregate nutrition sites, including address, telephone number, staff person, hours of operation, type of food preparation, projected annual number of meals and projected annual site costs.

ATTACHMENT A

Site: Mead Valley Address: 21091 Rider St Perris CA 92570 Phone #: 951-263-9392 Staff person: 5 Hours of Operation: 8am-4pm M-F Number of meals: 10803 Annual site costs: \$64818.00	Site: Good Hope Address: 21565 Steele Peak Rd Perris, CA 92570 Phone #: 951-943-9126 Staff person: 1 Hours of Operation: 8am-4pm M-F Number of meals: 1287 Annual site costs: \$7722.00
Site: _____ Address: _____ _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____
Site: _____ Address: _____ _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____
Site: _____ Address: _____ _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____
Site: _____ Address: _____ _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____

ATTACHMENT A

4. Do you provide transportation to and from nutrition sites for your customers?
 Yes No

If yes, have any of the vehicles used to transport customers to and from the nutrition sites been purchased with older Americans Act funds?
 Yes No

Please list all vehicles paid for with older Americans Act funds by model, make, year and mileage as of May 1, 2012.

MODEL	MAKE	YEAR	MILEAGE

5. Nutrition education programs are to be provided at least once quarterly at each nutrition site and are planned, approved, and coordinated by a qualified dietitian. These programs may include demonstration, audiovisual presentation, lecture or small group discussions.

Total number of presentations 6
Annual cost \$6000.00
Name of registered dietitian Vilayvanh Bender, RD
License number _____ Expiration date: _____

Smooth Transition, Inc.
October 1, 2015 through June 30, 2016
9 Months Contract

FY2015 – 2016

ATTACHMENT B

ALLOCATION

ATTACHMENT B
Vendor # 88452

Contracts for Services Fiscal Year 2015/2016
October 1, 2015 through June 30, 2016
9 Months Contract

Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	County Funds	Federal Funds	Total Contract Amount per Provider
Smooth Transition, Inc. 6700 Indiana Ave., Suite 170 Riverside, CA 92507	Title III-C1	Congregate Nutrition	Meals	1 Meal Served	93.045	12,090	\$6.00			\$72,540.00
						12,090		\$72,540.00	\$0.00	\$72,540.00

Smooth Transition, Inc.
October 1, 2015 through June 30, 2016
9 Months Contract

FY2015 – 2016

ATTACHMENT C

BUDGET

ATTACHMENT "C"



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
 Contractor Budget: Program Resources
 Fiscal Year 2015-2016

Input Term (9 Months)

Original:
 Revision:
 OTO:

Date: 09/04/2015

Contractor: Smooth Transition Inc.
 Program and Service: Senior Congregate Meals
 Vendor #: 1234567890

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
RCOoA Award Amounts:			
11 Federal & State			
12 Federal & State OTO			
13 Other Award (IFS *)	Other RCOoA-Funds	72,540	
14 Other Award (IFS *)			
15 Other Award (IFS *)			
16 Total RCOoA Award Amounts		72,540	OK
Program Income (May not be used for match):			
17 Donations from Program Participants			
18 Other Program Income (IFS *)			
19 Other Program Income (IFS *)			
20 Other Program Income (IFS *)			
21 Total Program Income (May not be used for match)		0	OK
Match Cash (From non-Federal sources):			
22 Donations NOT from Program Participants			
23 Fundraising Events			
24 Proceeds from Sale of Property / Equipment			
25 Service Fees Income (Non-RCOoA units)			
26 Other Match Cash (IFS *)			
27 Other Match Cash (IFS *)			
28 Total Match Cash		0	OK
Match Third-Party In-Kind:			
29 Volunteer Services			
30 Donated Materials / Space			
31 Other Match Third-Party In-Kind (IFS *)			
32 Other Match Third-Party In-Kind (IFS *)			
33 Other Match Third-Party In-Kind (IFS *)			
34 Total Match Third-Party In-Kind		0	OK
36 Total Program Resources		72,540	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	8,060	0
Minimum Required Match	Title IIIE	25%	24,180	0

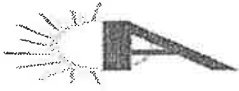
* IFS = Include Funding Source

Program Resources amounts (this worksheet) must equal Program Costs amounts (separate worksheet) as follows:

- Program Resources cell G16 must equal Program Costs cell I41.
- Program Resources cell G21 must equal Program Costs cell E41.
- Program Resources cell G28 must equal Program Costs cell F41.
- Program Resources cell G34 must equal Program Costs cell H41.
- Program Resources cell G36 must equal Program Costs cell D41.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.

ATTACHMENT "C"



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2015-2016

Input Term (9 Months)

Original:
Revision:
OTO:

Contractor:
Program and Service:
Vendor #:

Smooth Transition Inc.
Senior Congregate Meals
1234567890

Date: 09/04/2015

Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
11 Total Salaries / Wages	31,689				31,689
12 Payroll Taxes	4,752				4,752
13 Workers' Compensation	1,584				1,584
14 Other Benefits	0				0
15 Total Paid Personnel	38,025	0	0		38,025
16 Third-Party In-Kind Personnel	0				0
17 Total Personnel	38,025	0	0	0	38,025
18 Travel & Training *	1,800				1,800
Equipment					
20 Expendable Equipment (unit cost of < \$500)					0
21 Non-Expendable Equipment (unit cost ≥ \$500)					0
22 Total Equipment	0	0	0	0	0
23 Catered Food					0
24 Raw Food	27,000				27,000
25 Consultants *	5,100			0	5,100
Other Direct Expenses					
27 Building Rent and Utilities					
28 Lease / Rent *					0
29 Utilities *	615				615
30 Office Expense *					0
31 Vehicle Operations and Maintenance *					0
32 Outside Services *					0
33 Accounting *					0
34 Audit * **					0
35 Volunteer Expense *					0
36 Insurance *					0
37 Subcontracted Direct Service Costs *					0
38 Miscellaneous *					0
39 Total Other Direct Expenses	615	0	0	0	615
40 Indirect Costs (Maximum 9% of Total) *					0
41 Total Program Costs	72,540	0	0	0	72,540

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$500,000 in Federal Awards is expended annually

Program Costs amounts (this worksheet) must equal Program Resources amounts (separate worksheet) as follows:

- Program Costs cell D41 must equal Program Resources cell G36.
- Program Costs cell E41 must equal Program Resources cell G21.
- Program Costs cell F41 must equal Program Resources cell G28.
- Program Costs cell H41 must equal Program Resources cell G34.
- Program Costs cell I41 must equal Program Resources cell G16.

Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2015-2016

ATTACHMENT "C" RIVERSIDE COUNTY OFFICE ON AGING



Original:
 Revision:
 OTO:

Input Term (9 Months)

Date: 09/04/2015

Contractor: Smooth Transition Inc.
 Program and Service: Senior Congregate Meals
 Vendor #: 1234567890

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training *	18	1,800	
Consultants *	25	5,100	
Lease / Rent *	28	0	
Utilities *	29	615	
Office Expense *	30	0	
Vehicle Operations and Maintenance *	31	0	
Outside Services *	32	0	
Accounting *	33	0	
Audit * **	34	0	
Volunteer Expense *	35	0	
Insurance *	36	0	
Subcontracted Direct Service Costs *	37	0	
Miscellaneous *	38	0	

ATTACHMENT "C"

Indirect Costs (Maximum 9% of Total) *	40	0	
--	----	---	--

ATTACHMENT "C"

RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2015-2016

Original:
Revision:
OTO:

Input Term (9 Months)

Date: 09/04/2015

Smooth Transition Inc.
Senior Congregate Meals
1234567890

Contractor:
Program and Service:
Vendor #:

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Culinary Program Director	15.00	25.00	52	19,500	
2	Head Chef	35.00	11.00	52	20,020	
3	Senior Meal/Café Lead	15.00	11.00	52	8,580	
4	Café/Senior Meal Clerk	15.00	11.00	52	8,580	
5	Café/Senior Meal Clerk	15.00	9.00	52	7,020	
6				52	0	
7				52	0	
8				52	0	
9				52	0	
10				52	0	
11				52	0	
12				52	0	
13				52	0	
14				52	0	
15				52	0	
16				52	0	
17				52	0	
18				52	0	
19				52	0	
20				52	0	
Total Salaries / Wages: Section A					63,700	
Total Salaries / Wages: Section B					0	See detail in Section B
Total Salaries / Wages: Section C					0	See detail in Section C
TOTAL SALARIES / WAGES					63,700	
Total Payroll Taxes						
Total Workers' Compensation						
Total Other Benefits						
TOTAL EMPLOYEE BENEFITS					0	
TOTAL PAID PERSONNEL					63,700	

ATTACHMENT "C"

Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2015-2016

Contractor:
Program and Service:
Vendor #:

Input Term (9 Months)
Smooth Transition Inc.
Senior Congregate Meals
1234567890

Original:	<input checked="" type="checkbox"/>
Revision:	<input type="checkbox"/>
OTO:	<input type="checkbox"/>

Date:

ATTACHMENT "C"

RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2015-2016

Contractor: Smooth Transition
Program and Service:
Vendor #:

Input Term (9 Months)

Smooth Transition Inc.
Senior Congregate Meals
1234567890

Original: X
Revision:
OTO:

Date: 09/04/2015

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Volunteer	4.00		52	0	volunteer with sign ins
2	Volunteer	6.00		52	0	volunteer with sign ins
3	Volunteer	7.50		52	0	Senior Meal delegate
4				52	0	
5				52	0	
6				52	0	
7				52	0	
8				52	0	
9				52	0	
10				52	0	
11				52	0	
12				52	0	
13				52	0	
14				52	0	
15				52	0	
16				52	0	
17				52	0	
18				52	0	
19				52	0	
20				52	0	
21				52	0	
22				52	0	
23				52	0	
24				52	0	
25				52	0	
	Third-Party In-Kind Personnel: Section A				0	
	Third-Party In-Kind Personnel: Section B				0	See detail in Section B
	Third-Party In-Kind Personnel: Section C				0	See detail in Section C

Smooth Transition, Inc.
October 1, 2015 through June 30, 2016
9 Months Contract

FY2015 – 2016

ATTACHMENT D

CONTRACTED MEALS

TITLE IIIC1 – CONGREGATE MEALS
TITLE IIIC2 – HOME DELIVERED MEALS

Attachment D

CONTRACTED MEALS
 FY 2015 - 2016
 October 1, 2015 through June 30, 2016
 (9 Months)

C-1 CONGREGATE MEALS

C-1	District 1		District 1		Sub Total	Total	Donations Amount per month
	Mead Valley	Good Hope	Good Hope	District 1			
July	0	0	0				
August	0	0	0				
September	0	0	0				
October	1201	143	1344		1344	\$ 8,064	
November	1201	143	1344		1344	\$ 8,064	
December	1201	143	1344		1344	\$ 8,064	
January	1200	143	1343		1343	\$ 8,058	
February	1200	143	1343		1343	\$ 8,058	
March	1200	143	1343		1343	\$ 8,058	
April	1200	143	1343		1343	\$ 8,058	
May	1200	143	1343		1343	\$ 8,058	
June	1200	143	1343		1343	\$ 8,058	
TOTAL Units	10803	1287	12090		12090	\$ 72,540	72540

Contracted Amount	\$ 72,540.00
Contracted Meals	12,090

Smooth Transition, Inc.
October 1, 2015 through June 30, 2016
9 Months Contract

FY2015 – 2016

ATTACHMENT E

COMMUNITY FOCAL POINT LIST

ATTACHMENT "E"

FOCAL POINTS

COMMUNITY FOCAL POINTS LIST

Designated Community Focal Point	Address
Ageless Reflections – Blythe Community Center	445 North Broadway Blythe, CA 92225
Albert A. Chatigny Senior Community Recreation Center	1310 Oak Valley Parkway Beaumont, CA 92223
Arlanza Community Center – Bryant Park	7950 Philbin Avenue Riverside, CA 92503
Banning Senior Center	769 North San Gorgonio Avenue PO Box 998 Banning, CA 92220
Cathedral Center	37-171 West Buddy Rogers Avenue Cathedral City, CA 92234
Coachella Senior Center	1540 Seventh Street Coachella, CA 92236
Colorado River Senior Community Center	HCR 20, Box 3408 – Rio Loco Blythe, CA 92225
Corona Senior Center	921 South Belle Street Corona, CA 92882
Dales Senior Center	3936 Chestnut Street Riverside, CA 92501
Desert Hot Springs Senior Center	11-777 West Drive Desert Hot Springs, CA 92240
Eddie Dee Smith Senior Center	5888 Mission Boulevard Rubidoux, CA 92509
Idyllwild Town Hall	25925 Cedar Street Idyllwild, CA 92549
Indio Senior Center	45-700 Aladdin Street Indio, CA 92201
James A. Venable Community Center	50-390 Carmen Avenue Cabazon, CA 92230
James Simpson Memorial Center	305 East Devonshire Avenue Hemet, CA 92543
Janet Goeske Center	5257 Sierra Street Riverside, CA 92504
Jerry Rummonds Senior Center	87-225 Church Street PO Box 701 Thermal, CA 92274
Joslyn Senior Center	73-750 Catalina Way Palm Desert, CA 92260
Kay Cenicerros Senior Center	29995 Evans Road Sun City, CA 92586

ATTACHMENT "E"

FOCAL POINTS

COMMUNITY FOCAL POINTS LIST

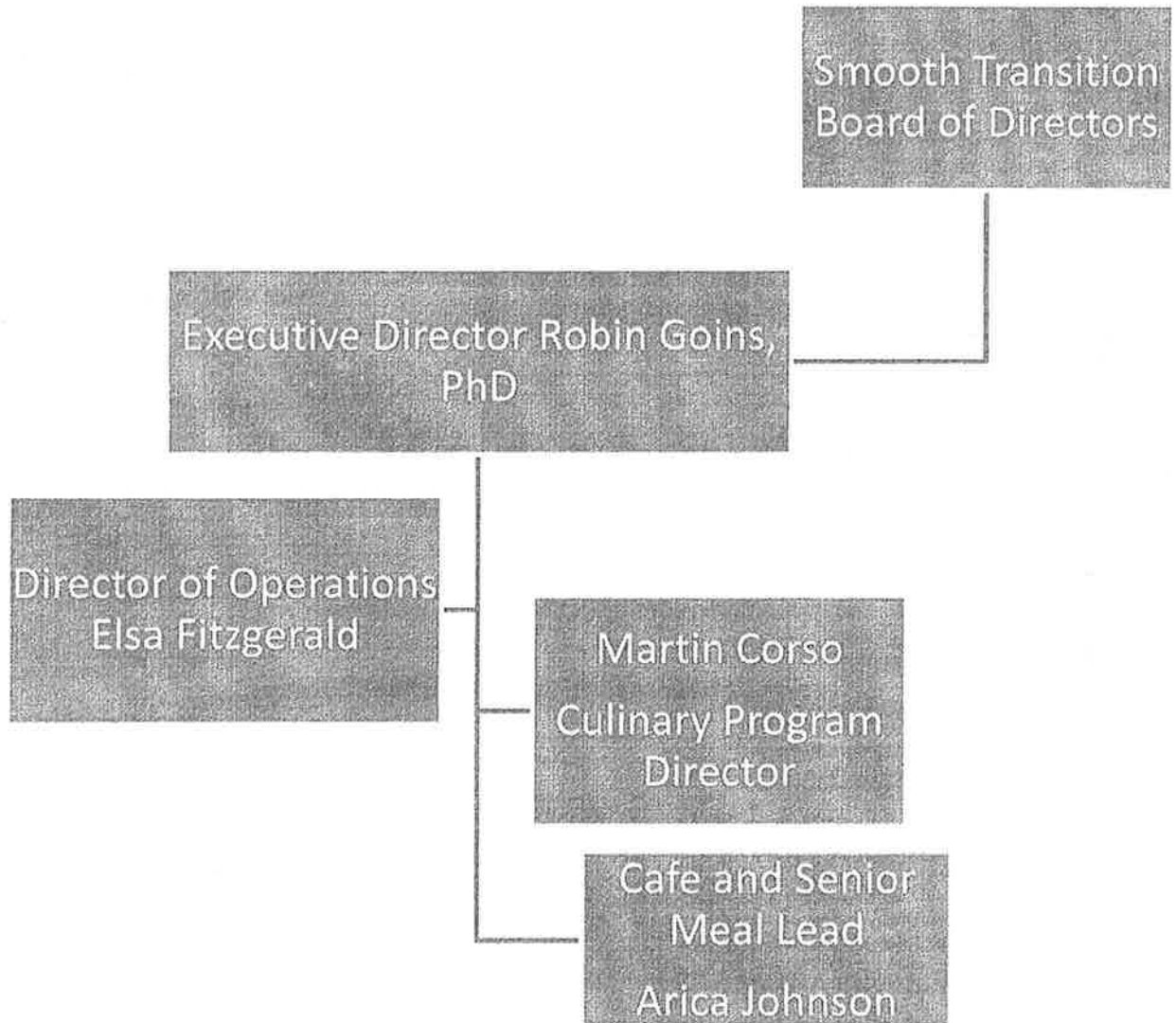
Designated Community Focal Point	Address
La Quinta Senior Center	78-450 Avenida La Fonda La Quinta, CA 92247
La Sierra Senior Center	5215 La Sierra Riverside, CA 92505
Lake Elsinore Activity Center	420 East Lakeshore Drive Lake Elsinore, CA 92530
Marion Ashley Community Center	25625 Briggs Road Menifee, CA 92585
Mary Phillips Senior Center	41845 Sixth Street Temecula, CA 92590
Mead Valley Community Center	21091 Rider Street Perris, CA 92570
Mizell Senior Center	480 South Sunrise Way Palm Springs, CA 92262
Moreno Valley Senior Center	25075 Fir Avenue Moreno Valley, CA 92553
Murrieta Senior Center	41717 Juniper Street Murrieta, CA 92562
Norco Senior Center	2690 Clark Avenue PO Box 428 Norco, CA 92860
Norton Younglove Community Center	459 West Center Street Riverside, CA 92507
Norton Younglove Community Center	908 Park Street PO Box 1190 Calimesa, CA 92320
Perris Senior Center	100 North "D" Street Perris, CA 92570
Riverside-San Bernardino County Indian Health	11555 1/2 Potrero Road Banning, CA 92220
Ruth H. Lewis Community Center at Reid Park	701 North Orange Street Riverside, CA 92501
San Jacinto Community Center	625 South Pico Avenue San Jacinto, CA 92583
Stratton Community Center at Bordwell Park	2008 Martin Luther King Boulevard Riverside, CA 92507
The Center	611 S. Palm Canyon Drive, Suite 201 Palm Springs, CA 92262
Ysamel Villegas Community Center	3091 Esperanza Street Riverside, CA 92503

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ORGANIZATIONAL CHART

Smooth Transition Organizational Chart



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**CERTIFICATE OF
INSURANCE**

POLICY PHPK1258584

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Smooth Transition, Inc.
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**BOARD RESOLUTION
STATEMENT AND
SIGNATURES**

9/4/15

Riverside County Office of Aging
6296 River Crest Drive. #K
Riverside, CA 92507

Re: Contract for Fiscal Year 2015-2016 Three Months October 01, 2015 – June 30, 2016

To Whom It May Concern:

The Smooth Transition Board of Director hereby has given permission for entrance into the above referenced contract. If you have any questions, please contact Smooth Transition at the information listed below.



Jennifer Royston

Secretary / Treasurer



Robin Goins

President / Executive Director



Elsa Fitzgerald

Vice President / Director of Operations