

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

912



**FROM:** Office on Aging

**SUBMITTAL DATE:**  
November 5, 2015

**SUBJECT:** Ratification of FY 2015/16 Standard Agreements between the Riverside County Office on Aging (OoA) and RSCR California, Inc. dba ResCare Home Care and Heritage Senior Care, Inc. for a 8 month period (November 1, 2015 – June 30, 2016) for Title IIIB – Personal Care and Homemaker services. [Districts – ALL] [Total Cost: \$76,300] [Source of Funds: Federal 100%]

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

1. Ratify and Authorize Chair to execute FY 2015/16 Standard Agreements between the Riverside County Office on Aging (OoA) and RSCR California, Inc. dba ResCare Home Care and Heritage Senior Care, Inc. for a 8 month period (November 1, 2015 – June 30, 2016) for Title IIIB – Personal Care and Homemaker services for \$76,300;
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 four (4) copies of the Agreement to the Office on Aging for further processing.

*Rachelle Román*

Rachelle Román, Deputy Director  
for Michele Haddock, Director

(Continued on Page 2)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 76,300	\$ 0	\$ 76,300	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

**SOURCE OF FUNDS:** Federal 100%

**Budget Adjustment:** No

**For Fiscal Year:** 2015/16

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

APPROVE

BY:

*Lani Sioson*  
Lani Sioson

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

☐ A-30

☐ Positions Added

☐ Change Order

☐ 4/5 Vote

**Prev. Agn. Ref.:**

**District:** All

**Agenda Number:**

**3-32**

PURCHASING & FLEET SERVICES  
 BY: JAMES BROWN, Concurrence  
 DATE: 11/19/15  
 Lisa Brandl, Director

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

**FORM 11:** Ratification of FY 2015/16 Standard Agreements between the Riverside County Office on Aging (OoA) and RSCR California, Inc. dba ResCare Home Care and Heritage Senior Care, Inc. for a 8 month period (November 1, 2015 – June 30, 2016) for Title IIIB – Personal Care and Homemaker services. [Districts – ALL] [Total Cost: \$76,300] [Source of Funds: Federal 100%]

**DATE:** November 5, 2015

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**BACKGROUND:**

**Summary**

During the RFP process for OoA senior services for the effective period of FY 2012/13 – FY 2015/16 (4-year cycle), there were a total of five providers that participated in the bidding process for Title IIIB – Personal Care and Homemaker services. Two of the five providers were awarded contracts; however, effective July 31, 2014, one of the providers went out of business, leaving OoA with only one provider for Homemaker and Personal Care services for the County of Riverside. Heritage Senior Care, Inc., Destiny Home Health Agency, Inc. and Home Instead Senior Care are the only other entities that participated in the original RFP process. To ensure efficient coverage for these services, OoA requested Sole Source Procurement for all three providers for the period October 1, 2014 – June 30, 2015 through the County Purchasing Agent. To comply with County Purchasing regulations, OoA initiated the Request for Proposal (RFP) process for Title IIIB – Personal Care and Homemaker services for the period July 1, 2015 – June 30, 2016 to cover the remaining period of the 4-year cycle, FY 2012/13 – FY 2015/16. Office on Aging is currently working collaboratively with County Purchasing to initiate the new RFP process for all senior services for effective period of FY 2016/17 – FY 2019/20 (4-year cycle).

The evaluation panel highly considered the bidders who have been determined to be the most responsive, highly reputable in the industry, who can provide the best value of services, can accommodate the required service areas and that meet all of the requirements necessary to successfully perform under the contract are recommended for approval by the Board of Supervisors. The two top ranking successful bidders for Title IIIB – Personal Care and Homemaker services are RSCR California, Inc. dba ResCare Home Care and Heritage Senior Care, Inc. for the period November 1, 2015 – June 30, 2016, for the total amount of \$76,300.

Attachment 1 provides an overview of the service providers, program and service descriptions, dollar amounts, and total contract amounts per service provider. More descriptive information regarding the contractors and services to be performed are located in each contractor agreement under Attachment A (Scope of Work). This provides program specifications including definitions of service, unit costs, and methods of service deliver for each contractor.

These programs are funded by the Older Americans Act and support 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, 2013, Agenda Number 2.9.

The Office on Aging respectfully requests that the Board of Supervisors allow the Purchasing Agent to expedite service provider contract budget increases and transfers of funds between Senior Service Providers not to exceed 10% of the annual aggregate contractor allocations. Approval by the Board of Supervisors of this recommended motion would allow the Office on Aging to efficiently expedite contract budget adjustments to deliver much needed services to the community in a timely manner.

The Office of County Counsel has approved these agreements as to form.

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

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

**FORM 11:** Ratification of FY 2015/16 Standard Agreements between the Riverside County Office on Aging (OoA) and RSCR California, Inc. dba ResCare Home Care and Heritage Senior Care, Inc. for a 8 month period (November 1, 2015 – June 30, 2016) for Title IIIB – Personal Care and Homemaker services. [Districts – ALL] [Total Cost: \$76,300] [Source of Funds: Federal 100%]

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**Impact on Citizens and Businesses**

These funds are to be utilized in accordance with the targeting requirements of the Older Americans 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**

Office on Aging has submitted the funding for these services through the countywide budget process for FY 2015/16 and was approved by the Board of Supervisors on July 7, 2015.

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

**ATTACHMENTS:**

**Service Providers' Overview:** Attachment 1

**Service Providers' Contracts:** Attached

**Office On Aging**  
**Contracts for Fiscal Year 2015-16**  
**11/1/2015 - 6/30/2016**

**Attachment 1**

<b>Program</b>	<b>FY 2015/16</b>	<b>Subrecipient</b>
Title IIIB - Homemaker	\$ 23,250.00	RSCR California, Inc. dba ResCare Home Care
Title IIIB - Personal Care	\$ 14,900.00	RSCR California, Inc. dba ResCare Home Care
	<b>\$ 38,150.00</b>	
Title IIIB - Homemaker	\$ 23,250.00	Heritage Senior Care, Inc.
Title IIIB - Personal Care	\$ 14,900.00	Heritage Senior Care, Inc.
	<b>\$ 38,150.00</b>	
Grand Total:	<b>\$ 76,300.00</b>	



**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  
RSCR California, Inc dba ResCare Home Care

2. The term of this Agreement is:

November 1, 2015 through June 30, 2016

3. Maximum amount of this Agreement:

\$38,150.00

Thirty Eight, One hundred Fifty

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 IIIB - Personal Care and Homemaker

Attachment B Individual Contractor Allocations


Title IIIB - Personal Care and Homemaker


Attachment C Contract Budget Program/Activity

Title IIIB - Personal Care and Homemaker

Attachment E Community Focal Point List

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

Contractor		County of Riverside	
Contractor Name: RSCR California, Inc dba ResCare Home Care		Agency Name: Office On Aging	
BY (Authorized Signature) 	Date Signed 11/10/15	BY (Authorized Signature)	Date Signed
Printed Name And Title of Person Signing David Rhodes, President		Printed Name And Title of Person Signing	
Address  1600 Chicago Ave., Suite R-3 Riverside, CA 92507		Address  6296 River Crest Drive, Suite # K Riverside, CA 92507	

FORM APPROVED COUNTY COUNSEL  
BY:  DATE: 11/12/15  
NEAL R. KIPNIS

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Contractor Name: RSCR California, Inc dba ResCare Home Care		Agency Name: Office On Aging	
BY (Authorized Signature) 	Date Signed 11/10/15	BY (Authorized Signature) 	Date Signed
Printed Name And Title of Person Signing David Rhodes, President		Printed Name And Title of Person Signing	
Address  1600 Chicago Ave., Suite R-3 Riverside, CA 92507		Address  6296 River Crest Drive, Suite # K Riverside, CA 92507	

FOR APPROVAL BY COUNTY COUNSEL  
DATE  
BY: NEAL R. KIPNIS

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Contractor Name: RSCR California, Inc dba ResCare Home Care		Agency Name: Office On Aging	
BY (Authorized Signature) 	Date Signed 11/10/15	BY (Authorized Signature)	Date Signed
Printed Name And Title of Person Signing David Rhodes, President		Printed Name And Title of Person Signing	
Address  1600 Chicago Ave., Suite R-3 Riverside, CA 92507		Address  6296 River Crest Drive, Suite # K Riverside, CA 92507	

FORM APPROVED BY COUNTY COUNSEL  
DATE 11/17/15  
BY: NEAL R. KIPNIS

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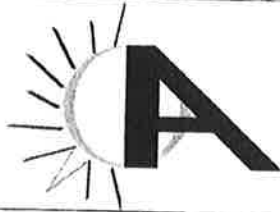
Contractor		County of Riverside	
Contractor Name: RSCR California, Inc dba ResCare Home Care		Agency Name: Office On Aging	
BY (Authorized Signature) 	Date Signed 10/10/15	BY (Authorized Signature) 	Date Signed 10/14/15
Printed Name And Title of Person Signing David Rhodes, President		Printed Name And Title of Person Signing Neal F. Kipnis	
Address  1600 Chicago Ave., Suite R-3 Riverside, CA 92507		Address  6296 River Crest Drive, Suite # K Riverside, CA 92507	

FORM APPROVED BY COUNTY COUNSEL  
BY: NEAL F. KIPNIS



**FISCAL YEAR**  
**2015 – 2016**

**RIVERSIDE COUNTY**  
**OFFICE ON AGING**  
**CONTRACT**



**RIVERSIDE COUNTY  
OFFICE ON AGING**

**Fiscal Year 2015-2016**

**Contract Period: November 1, 2015 – June 30, 2016**

**Please print (2) copies, 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 Friday: 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 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: David Rhodes

Title: President

Signature: 

Phone: 502-394-2321

E-mail address: drhodes@rescare.com

**Monthly Financial Reports/Budget Revisions**

Name: Mable Brito

Title: Regional Finance Director

Signature: 

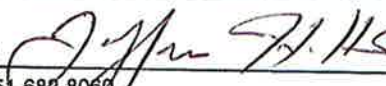
Phone: 623-434-8439

E-mail address: mbrito@rescare.com

**Program Reports**

Name: Jefferson Hills

Title: Executive Director

Signature: 

Phone: 951-682-8060

E-mail address: Jefferson.Hills@rescare.com

As an emergency contact, our Board Chairperson's telephone number is 502-394-2100  
and mailing address is 9901 Linn Station Rd. Louisville, KY 40223

**FY 2015-16 Schedule of Important Contract Due Dates**

November 1, 2015	Contract begins
5 <sup>th</sup> business day of every month	Monthly Financial Request for Reimbursement (MFR) due
March 15, 2016	Program budget revisions due
June 30, 2016	Contract ends
July 10, 2016	Fiscal Closeout report due
September 30, 2016	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. The associated RFP, any amendments, the proposal / bid, and any proposal / bid amendments of the Contractor are hereby incorporated by reference into this Contract, which shall compose the complete understanding of the parties.
- M. 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) The RFP, including any and all amendments;
  - 7) Contractor's submitted proposal / bid submitted in response to the RFP;
  - 8) Scope of Service;
  - 9) All other attachments incorporated herein by reference;
  - 10) Program memos and other guidance issued by CDA.
- N. 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](http://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 Provider 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 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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 **November 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 November 4, 2015. 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 (I)], 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 July 11<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> 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 10, 2016. Any additional costs submitted after July 10th 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 1<sup>st</sup>, 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 1<sup>st</sup> 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.

#### **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. See Attachment "E" for the Community Focal Points List.

## 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.

# ATTACHMENT A SCOPE OF WORK

*Title IIIC 1 – Congregate Meals*  
*Title IIIC 2 – Home Delivered Meals*

**ATTACHMENT A**

**SCOPE OF WORK**

**FY 2015-2016**

**November 1, 2015 through June 30, 2016**

**RSCR California, Inc. dba ResCare Home Care**

**TITLE IIIB  
SUPPORTIVE SERVICE  
HOMEMAKER SERVICES**

**I. PROGRAM SPECIFICATIONS**

**A. Program # -  
Unit of Service**

**Definition -**

- |  |  |
|--|--|
| 1. Unit Measurement:                               | <u>1 hour</u>                                      |
| 2. Units of Service/Clients Served:                |  |
| a. Units of Service to be Provided Under Contract: | <u>1,169</u>                                       |
| b. Unit Rate:                                      | <u>\$19.90</u>                                     |
| c. Number of New Clients to be Served:             | <u>Based on 3+ Hrs per week<br/>8 for 52 weeks</u> |
| d. Number of New Minorities to be Served:          | <u>4</u>   |
| e. Number of Clients in Target Groups:             | <u>8</u>   |

**II. INTAKE/SCREEN FORMS**

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

**III. STAFFING PLAN**

Attach to this Scope of Work an organization chart and job descriptions for key paid and volunteer staff. Describe how non-English speaking clients will be served and what training will be available to staff.



**ATTACHMENT A**

**SEE ATTACHED**

**IV. PLAN OF ACTION**

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

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

B. Hours/days of operation:

C. Describe the Service Area(s) (SA), your program will serve:

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

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

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

**SCOPE OF WORK**

**FY 2015-2016**

November 1, 2015 through June 30, 2016  
RSCR California, Inc. dba ResCare HomeCare

**TITLE IIIB**

**SUPPORTIVE SERVICE**

**HOMEMAKER SERVICES**

**III. STAFFING PLAN:** ATTACH TO THIS SCOPE OF WORK AN ORGANIZATION CHART AND JOB DESCRIPTIONS FOR KEY PAID AND VOLUNTEER STAFF. DESCRIBE HOW NON-ENGLISH SPEAKING CLIENTS WILL BE SERVED AND WHAT TRAINING WILL BE AVAILABLE TO STAFF.

RCHC has 19,000 Direct Care Staff nationwide. We employ 120 Direct Care Staff in Southwest California. Approximately 50 percent of our staff also carries Certified Nursing Assistant (CNA) and/or Home Health Aide (HHA) certifications, which means they have the sufficient training and expertise to deliver bathing and other essential personal care services. Our participant base includes 181 clients currently served in the region. In total, we serve 1,042 clients in the state of California.

**Language & Diversity:** We strive to meet the service needs of individuals of diverse cultures in the areas we serve through face-to-face group interaction. We target outreach in areas with a higher concentration of multi-ethnic populations, and we participate in community health initiatives such as health fairs and free screenings, and provide free consumer education sessions in diverse communities.

We supplement the existing language competencies of our Riverside staff with Language Line®, a verbal and written translation service, already in use by RCHC operations in California. This way, RCHC staff members are able to access translators via telephone at any time during the day. Language Line offers 24/7 interpreters in 170 languages as well as professional translation of documents for those who require documents in their first language.

RCHC is selective in our hiring process, making sure that every individual, especially caregivers, connects with our mission of respect and care. We hire qualified bilingual and multilingual staff whenever possible and take special care in matching caregivers with clients, being sensitive of our clients' and potential clients' social and cultural needs.

We currently serve many clients who speak Spanish, Tagalog, Chinese, Korean, and Vietnamese, among others. Our diverse staff understands and is sensitive to cultural and religious differences and works to establish trust with clients, potential clients, and their families. Cultural Awareness Training is a critical part of our onboarding process for all new staff members. We believe that to serve people well, we must be able to engage them, and we cannot engage them if we do not understand their values and their way of viewing the world. Upon receiving Cultural Awareness Training, our employees complete a competency test to confirm they understand the training and will apply it in the field. Any staff member failing to score 80 percent (or higher) on the test must retake the course.

**Staff Credentials:** All services under this proposal are provided by Direct Care Staff employed by RCHC. We do not anticipate using volunteers for the primary

consideration that services provided in private residences of clients necessitate a level of quality control, credentialing, and background screening equivalent to an employee and above that of a volunteer. We hire qualified, trained staff with a preferred minimum of one year of experience or CNA in providing in-home services. Each staff member is provided training upon hire and undergoes comprehensive testing and skills training under the supervision of an RN prior to being assigned as a caregiver to a specific client.

### **Job Descriptions:**

A brief description of the duties of each staff member can be found in the following table. Job descriptions for the individuals responsible for collecting and reporting fiscal and program data for the Office on Aging can be found attached along with the organizational chart.

<b>Position</b>	<b>Duties</b>
<b>Director of Operations/ General Manager</b>	<ul style="list-style-type: none"> <li>• Responsible for oversight, administration, and management of the home care service program</li> <li>• Communicates corporate goals, policies, procedures, and processes to RCHC staff and holds Executive Director accountable for meeting goals and complying with policies, procedures, and processes</li> <li>• Acts as liaison between RCHC offices in region and ResCare corporate for reporting, compliance, quality assurance, etc.</li> </ul>
<b>Executive Director</b>	<ul style="list-style-type: none"> <li>• Responsible for staff support, training, mentoring, financial oversight, and supervision of designated RCHC branches</li> <li>• Responsibilities include recruitment, hiring, management of day-to-day operations, outreach marketing, financial management, interfacing with employees and clients, training and coaching, program development, and overall quality and performance of each operation</li> </ul>
<b>Regional Finance Director</b>	<ul style="list-style-type: none"> <li>• Provides oversight of all aspects of accounts receivable, budgets, and general finance</li> <li>• Manages financial accounting systems</li> <li>• Oversight of all cash receipt, deposit, and posting</li> <li>• Reviews and approves reconciliation of all deposit accounts</li> <li>• Reviews and approves all vendor invoices</li> </ul>
<b>Branch Manager</b>	<ul style="list-style-type: none"> <li>• Recruits, selects, trains, and monitors performance of staff</li> <li>• Coordinates services for client admission</li> <li>• Leads branch staff in business development, service delivery, client and employee retention, and expense management</li> <li>• Responsible for providing community education programs to promote services</li> <li>• Responsible for the continuous improvement of the total quality of the office as it relates to customers, employees,</li> </ul>

Position	Duties
	business operations, and community education in creating a clear, positive public image
<b>Customer Service Supervisor</b>	<ul style="list-style-type: none"> <li>• Selects and schedules appropriate Direct Care Staff</li> <li>• Tracks and verifies data collected by Direct Care Staff</li> <li>• Performs timely and accurate data entry and maintains data integrity in the electronic tracking system</li> <li>• Monitors and identifies documentation issues and reports to leadership in a timely manner</li> <li>• Reviews staff timesheets and executes follow-up to ensure timesheets are completed timely and accurately</li> <li>• Answers and/or resolves client calls immediately or with the Executive Director as needed</li> </ul>
<b>Quality Assurance (QA) / Human Resources Manager</b>	<ul style="list-style-type: none"> <li>• Coordinates administrative and support services, to include accounts payable, PCard responsibility, fleet, and HR/benefits administration</li> <li>• Manages all aspects of branch service operations, including customer relations, reporting requirements, building and maintaining relationships with key stakeholders in the community</li> <li>• Ensures continuous improvement and customer satisfaction, including proactively and effectively identifying and resolving customer and employee issues</li> <li>• Provides administrative support in all areas of HR</li> </ul>
<b>Direct Care Staff</b>	<ul style="list-style-type: none"> <li>• Assists with personal care needs: bathing, dressing, grooming, etc.</li> <li>• Provides nutritional support: preparing meals, assisting with feeding patient, etc.</li> <li>• Provides routine housekeeping: vacuuming, washing/changing linens, cleaning patient's room, maintaining living area, etc.</li> <li>• Assists with errands: shopping, taking client to appointments, etc.</li> <li>• Assists with transfer and ambulation</li> </ul>

**Training:** RCHC is committed to the education of our employees and not only provides orientation, but mandatory in-service training. Training is available to employees through traditional lecture/classroom setting, online through self-study training modules, and through video. Our newly developed ResCare Talent System allows for flexible, cloud-based delivery and tracking of training through virtual classrooms, mobile learning, and competency testing.

RCHC requires all new hires to undergo extensive pre-service orientation and training of approximately 8 hours. In addition, new and experienced Direct Care Staff receive 12

hours of in-service annually, and receive mentoring and supervision from our management staff on an ongoing basis. Staff complete competency testing prior to providing care and must score 70 percent or better on New Employee Compliance Training.

At orientation, employees receive training regarding:

<b>Training Area</b>	<b>Focus</b>
Introduction to Work	New Direct Care Staff must pass quality care standards within 7 days
Roles and Responsibilities	Ensure understanding and avoid confusion
ResCare Quality Standards/Policies	Ensure compliance and consistency across programs
Reporting	Capture all required information for timekeeping and documentation
Emergency Response	Capacity and skill set to respond to emergency situations
Fraud, Abuse, Neglect, and Exploitation	Understanding expected practice, behavior, and risks
Customer Service	High quality of service; ResCare corporate practices; expectations for serving clients

Additional training topics include:

- CPR and First Aid
- Working with Families
- Introduction to Aging
- Infectious Disease Prevention / Hazardous Communication
- Emergency/Disaster Preparedness
- HIPAA Compliance
- Introduction to Developmental Disabilities
- Article IX (includes Client Rights, Abuse and Neglect – Prevention and Reporting)
- Seizure Management
- Cultural Sensitivity
- Sexual Harassment
- Documentation and Record Keeping
- Federal False Claims Act of 2005 (Claim Form Fraud)
- Habilitation
- Universal Precautions
- Behavior Management & Client Intervention
- Body Mechanics/Lifting and Transfer Techniques (including Hoyer Lift training)

RCHC maintains individual employee records that include documentation of training, competency testing, regulatory licensing/certification, supervisory visits, and performance evaluations. We will provide copies of such documentation upon request from the County.

**IV. PLAN OF ACTION:** BRIEFLY ANSWER THE FOLLOWING QUESTIONS ABOUT THE PROGRAM/SERVICES TO BE PROVIDED UNDER THIS CONTRACT. IF YOU USE ADDITIONAL PAGES, PLEASE REPEAT THE QUESTIONS WITH YOUR ANSWERS

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

RCHC is prepared to provide personal care and homemaker services to residents of Riverside County per the Request for Proposal.

Homemaker Services	
Scope of Service	Activities
Provide assistance in performing activities related to routine household maintenance at the client's residence to maintain or improve a safe, sanitary, and healthy environment for the individual	<ul style="list-style-type: none"> <li>• Meal preparation</li> <li>• Cleaning floors, bathrooms, and windows</li> <li>• Kitchen cleaning, dishwashing</li> <li>• Washing, drying, folding laundry</li> <li>• Shopping for and storing household supplies and personal items</li> <li>• Changing linens and making beds</li> <li>• Emptying household trash</li> <li>• Managing money</li> <li>• Using the telephone</li> </ul>
<b>RESPONSIBLE STAFF:</b> <b>Direct Care Staff:</b> Responsible for delivery of all in-home care services, as appropriate and assigned. <b>Customer Service Supervisor:</b> Provides coordination of assignments, supervision, and monitoring of services and assigned staff. Conducts home visits, tracks program outcomes, and responsible for program reporting. <b>Branch Manager:</b> Provides training, consultation, and technical guidance as needed. Is available and on call to address healthcare concerns. <b>Executive Director:</b> Ensures that services are provided per contract requirements and maintains ongoing communication with Riverside County.	

We have continually refined our programs and services and have developed a unique system of continuous improvement based on lessons learned and adopted best practices. With this experience also comes an in-depth understanding of the challenges associated with community-based care and a proven track record of success in containing costs while delivering safe and dependable care. Our service delivery model, described below, is flexible and customizable to accommodate each individual client's needs.



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

#### **Client Intake**

When a referral for services is received from the County, a Customer Service Supervisor or the Branch Manager reviews the authorization thoroughly for information regarding the scope of service and any special service requirements. The Customer Service Supervisor contacts the client or family within one business day upon receipt of the initial authorization and schedules a home visit at the earliest convenience of the client to conduct an intake with the client or family member. In the event that there is an urgent request for services, this process is expedited in order to initiate services per the authorization and within the timeframe requested.

The Executive Director, Branch Manager, or Customer Service Supervisor conducts an initial in-home visit to assess the client's needs and to complete RCHC intake paperwork, which includes a simple service agreement, emergency contacts, Notice of Privacy Practices, Client Rights and Responsibilities, and Client Grievance Procedures. During this first visit, the statement of duties is developed and specific service tasks are determined. These are turned into a care plan, which is approved by the client/family, which serves as the blueprint for everything we do in the home. At this time the Riverside County Office on Aging assessment form will be completed and a recommended number of hours determined for approval by the County. The frequency of visits and scheduling is determined with the client at the time of the initial home visit. We design our services with the flexibility to accommodate clients and be responsive to their needs; thus, the ultimate choice as to schedule will rest with the client as long as RCHC can provide an appropriate employee at the time and day requested.

The Customer Service Supervisor then determines the Direct Care Staff who is the most suitable match for the client, based on client care needs, language/cultural preference, location, caregiver experience and training, caregiver availability, as well as subjective compatibility factors. The right match of client and Direct Care Staff is an essential component of success as it facilitates trust between all parties and encourages self-reliance of the client. Therefore, clients are informed that they always have the right to choose the caregiver who best fits their needs.

#### **Supervisory Visits**

The Customer Service Supervisor contacts clients regularly after initiation of services to check on the client and inquire whether their needs are met. Supervisory Visits are conducted at least every 6 months. If other issues are identified Supervisory Visits will be conducted more frequently. This ensures that high quality services are provided, that services meet the needs of the client, and that tasks performed are according to the care plan. Our staff complete the Supervisory Visit Documentation Form during each Supervisory Visit. This form captures information such as:

- Satisfaction
- Attendance and punctuality

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

- Responsiveness to client needs
- Appearance
- Respectfulness
- Environment — safety and cleanliness

RCHC uses Supervisory Visits as an ongoing means of determining client satisfaction. In addition, the Customer Service Supervisor communicates with clients and responds to their calls. Should a client have a concern, the Customer Service Supervisor reviews the issue and provides a written narrative describing the issue to the Executive Director. The Executive Director ensures that follow-up is completed and provides the Director of Operations/General Manager and Quality Assurance Department with supporting documentation to verify that the follow-up was completed.

**Service Tracking**

To track service delivery, RCHC uses Point of Care (POC), an electronic scheduling and payroll system that allows authorizations for services to be entered and managed and Direct Care Staff to be scheduled according to authorization.

After the Customer Service Supervisor has entered the client's preferred schedule into the POC system, the supervisor is able to monitor service provision on a daily basis, as it occurs. POC uses telephony to track service delivery; as the Direct Care Staff arrives to provide services, the staff calls a toll-free number that notifies the Customer Service Supervisor that services have started. If the Direct Care Staff fails to call in within 15 minutes of the scheduled shift, the POC system can send an alert notification to the supervisor that services have not yet begun as scheduled, which then prompts a call to see if replacement staff is needed.

RCHC's POC system performs basic validation checks on completion of data entry. At the end of data entry, POC alerts the user to missing or inconsistent data so that the data can be reconciled. Direct Care Staff are responsible for reporting the date, nature, and scope of services. The Customer Service Supervisor is responsible for reconciling the data on POC with hard copy timesheets submitted by the Direct Care Staff.

In addition to electronic documentation of services, POC provides operational reports on funds utilization, units provided against units authorized and budgeted, billing, and other pertinent program and client information that is used for program monitoring. RCHC will remain in constant contact with the Office on Aging regarding utilization of hours and will also use the state online system for hour entry as instructed.

**B. Hours/Days of operations**

RCHC has the capacity to provide services 24 hours a day, 7 days a week, year round. In addition to regular office hours, all clients, referral sources, and employees have access by telephone to a RCHC supervisor 24/7. This means that service delivery issues can be addressed immediately and that new clients can access services in emergency situations.

**C. Describe the Service Area(s) (SA) your program will serve:**

RCHC proposes to provide personal care and homemaker services in nine of the Service Areas:

- SA1. Corona/Norco/Lake Elsinore
- SA2. Riverside/Eastvale/Jurupa Valley
- SA3. Moreno Valley/Perris/Canyon Lake/Menifee
- SA4. Murrieta/Temecula/Wildomar
- SA5. Banning/Beaumont/Calimesa
- SA6. Hemet/San Jacinto
- SA7. Desert Hot Springs/Palm Springs/Cathedral City
- SA8. Rancho Mirage/Palm Desert/Indian Wells
- SA9. La Quinta/Indio/Coachella

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

RCHC has had a presence in Riverside County for more than a decade and has developed relationships with several agencies that work with low income and minority elderly. These include Area Agencies on Aging, Meals on Wheels, HUD, senior centers, health agencies, VA, and more. We are a significant partner with the Alzheimer's Association, Parkinson's Organization, Brain Injury, the Aging Coalition, and area nonprofit mental health organizations and coalitions. We greatly expand our reach through these extensive community networks.

RCHC has the ability to market to public agencies through our existing relationships throughout California. We maintain name recognition among local health and social service and mental health agencies in the region. RCHC's website is maintained and continuously enhanced to allow for easy access to information and assistance.

Our approach is to identify centers and service sites frequented by older persons, family caregivers, and members of the care community to reach out to the target population on an ongoing basis. In addition, we design culturally appropriate outreach techniques, incorporate outreach in staff training, and equip staff with resources for conducting outreach.

RCHC staff attend local service fairs and conferences intended to highlight community services. We will contact medical care providers through email and in person to introduce our services. It is through lead agencies, stakeholders, and advocate agencies that we will work to educate potential clients, especially low-income and minority elderly, of resources available through Riverside County-funded services and RCHC.

RCHC's experience demonstrates that while some portion of the eligible service population is generally easy to reach, there are others who are considered "hard to reach." In particular, the "hard to reach" populations present specific challenges for outreach and marketing efforts that may need to be specifically targeted, non-traditional, and often community-based in terms of enrollment strategies. We believe that word of

**D. Describe how you will find and serve, or involve members of target population groups: (continued)**

mouth is an effective method to access these special populations. As we already provide services in Riverside County, our Direct Care Staff are our best ambassadors as members of the community. We often discover needs of isolated individuals through our employees, who are in the best place to begin the referral process. Our funding entities also often refer clients to RCHC that need service but do not meet the funding entity's restrictive program eligibility criteria.

Once potential clients have been identified, they will be referred to the Office on Aging for enrollment assistance, referral to appropriate resources/programs, options counseling, and decision support, where appropriate.

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

RCHC is well-versed in leveraging other community resources to ensure continuity of care for participants and to expand services for future participants. RCHC has strong community linkages with other networks and providers of healthcare services in the community, thereby assisting to clients to access resources that RCHC does not provide. This linkage between RCHC and other healthcare providers is a mutual one in that each refers to the other for services to benefit its clientele. Strong collaboration exists between RCHC and home health agencies to assist their existing consumers; between RCHC and local referral sources to assist consumers on waiting lists for other programs; and between RCHC and governmental departments on the local, state, and federal levels to identify people in need of in-home and community based services. We routinely take inquiry calls directing individuals to other social services agencies when RCHC cannot serve them. For example, we are well-versed in counseling on Veterans Pension benefits.

When meeting with families we review a comprehensive list of Riverside County service agencies to ensure that clients and their families are aware of other available supports and services. Our Riverside branch maintains a network of over 1,000 healthcare providers and religious or community-based organizations that interface with the senior population.

We link with area social workers who can assist our clients in addressing specific problems or issues affecting their home lives. If a client cannot afford the cost of medications, we explore a number of options to assist the client, including contacting the physician's office to obtain samples for the client, contacting pharmaceutical companies for assistance with supplies or to request a reduced rate for medications, and referring clients to pharmaceutical assistance or prescription discount programs.

Our Riverside staff actively participates in local advisory councils, trade groups, service networks, and task forces; as well as community networking through health and information fairs and educational opportunities. In the greater Riverside area, we have relationships with such community partners as the Red Cross and Alzheimer's Association.

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

Furthermore, RCHC has a strong history of seeking out target populations in need of in-home services, whether provided by grant funds or other sources, including private duty. RCHC has developed relationships with several agencies that work with low income and minority elderly in the states where we have programs. These include, Area Agencies on Aging, Meals on Wheels, HUD, senior centers, community centers, town halls, health agencies, and more.

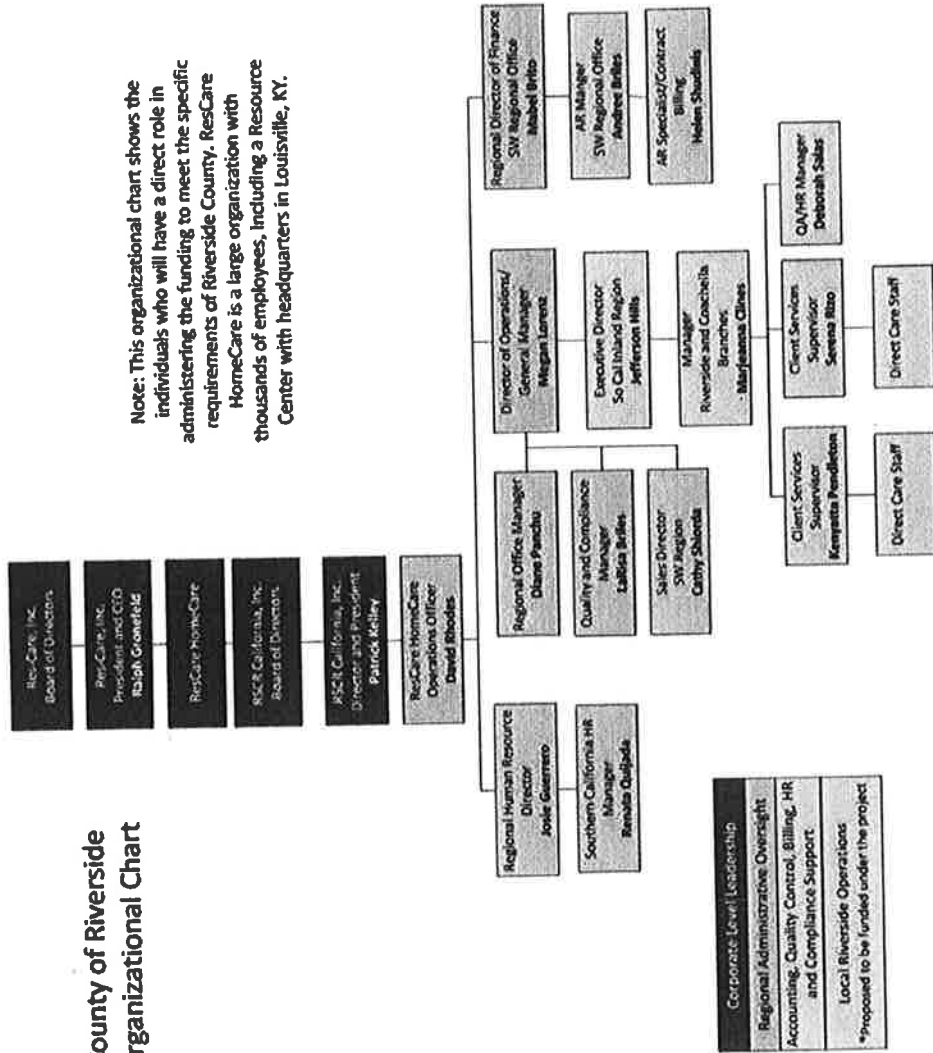
We are grateful for the relationships we have built in Riverside and surrounding counties, as we have leveraged these relationships to identify new services for our clients. It is part of our pledge to help our clients maximize their independence and assure the highest quality of life in the most affordable manner.

**F. Include other pertinent/unique information about your program:**

RCHC currently provides a full range of services across California. The following include additional programs that we provide through our home care operations in the Riverside County areas

- **Personal Emergency Response System:** Personal care services through a trusted personal medical alert emergency response service for seniors and caregivers, helping the elderly and individuals with disabilities live with greater independence.
- **Remote Tele-care:** The Rest Assured Tele-care system provides care options that maximize privacy and independence while enhancing home security and safety. Our web-based system connects clients with professional tele-caregivers using the latest wireless technology through the Internet.
- **Hospital Discharge Support:** *Safe Discharge* – A RCHC service that aims to improve the transition of a patient from the hospital to their home or other care facility. The Safe Discharge Program provides a trained professional to manage the transition process, to remain with the client throughout discharge, and to re-establish the client in their home environment. This service helps the client re-adjust to living at home and can continue until they are stabilized.
- **Life Management:** Provides coordinated in-home support and re-enforcement of lifestyle modification strategies designed to keep individuals with, or at risk for, chronic health problems comfortable at home and functioning at their highest level of health and independence. Using customized chronic care guidelines and goals, a Lifestyle Coordinator visits weekly to provide oversight of such health-promoting activities as the individual's medication compliance, availability and intake of appropriate food and fluids, or early signs of illness.
- **Emergency Preparedness & Disaster Relief:** Our solutions include the capacity and know-how to manage home care services during a disaster such as fire, hurricanes, flooding, and other environment conditions requiring relief. RCHC is an expert at disaster preparedness and response; we are a national contractor for FEMA to manage care in emergency shelters during disasters.

## County of Riverside Organizational Chart





**DESCRIPTION RESCARE**  
Job Description Form



Job Title: <b>Executive Director</b>		Line of Business: <b>Homecare</b>
Reports to (Title): <b>Regional Director or Designee</b>		
Salary Grade:	Job Code: <b>534002</b>	FLSA Status: <input type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt
Created/Revised Date: <b>01/16/2013</b>	Driving Position: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**GENERAL SUMMARY**

Within assigned region, the Executive Director is responsible for managing the day to day work activities of home care supervisors assigned within several branch offices. The Executive Director is responsible for ensuring home care services are delivered in accordance with State and Federal laws and regulations and in accordance with local Area Agency on Aging contract requirements.

**ESSENTIAL JOB RESPONSIBILITIES**

- Establish goals and objectives for home care supervisors assigned in the designated regional branch offices; monitor employee performance, prepare written performance evaluations, and develop and monitor corrective action plans.
- Assign, prioritize, and review work assignments, act upon personal leave requests, and schedule appropriate staff coverage in each branch office to meet client and staffing needs.
- Train home care supervisors on laws, regulations and company policies and procedures governing their job assignments to ensure compliance. Analyze and coordinate training related to specific job assignments and career development goals for each branch office home care supervisor.
- Regularly schedule and conduct regional, branch office, and individual supervisory staff meetings to support teamwork within each work unit.
- Provide policy interpretation to regional branch office staff, clients, and community groups and agencies; implement and interpret policies and procedures at the case staffing level.
- Provide leadership, accountability and guidance in handling challenging client cases and employee concerns.
- Assist supervisors with understanding their professional responsibility when they carry out agency policies and state and federal laws which govern home care services.
- Conduct individualized supervisory meetings with each home care supervisor to review and monitor client service plans and caregiver training plans, audit client and care-giver files, evaluate use of office automation and computer systems, and provide consultation and guidance on subjects requiring additional training.
- Provide guidance to and assist home care supervisors in the selection and development of home care aides for which they manage and supervise.
- Be available on-call for home care supervisors 24 hours per day, 7 days per week via the company's cell phone messaging system.
- Gather regional and branch office data and prepare written reports. Use the collected data to identify and target areas of concern. Implement quality improvement plans that measure results and track progress of home care staff and programs.

This Job Description is not intended to be all inclusive. Therefore, the employee may be requested to perform other reasonable duties as assigned by the immediate supervisor or other management as required.

The Company reserves the right to revise or change job duties as business requirements dictate. It is mutually agreed that the job description does not constitute a written or implied contract of employment. It is also understood that the company reserves the right to change work schedules as required, including overtime.

Continuously update and set regional quality improvement goals and objectives.

- In coordination with company Executive Management Team members, assess company wide work processes and implement changes that will improve company performance goals. This includes automation and use of electronic systems to achieve administrative efficiencies.
- Respond in writing or verbally to client or community concerns, audit requests, and/or contract complaints regarding quality of services and programs and use the information to make service improvements.
- Participate as a member of the company's Executive Management Team in developing, implementing, and evaluating policies and programs.
- Work closely with the Administrative Support to ensure a positive and efficient work environment exists between the support staff and home care supervisors who are assigned to work within the same branch office locations.
- Establish relationships and be the primary regional contact person and liaison for case management and contract monitoring personnel assigned to the local Area Agency on Aging, DSHS Home and Community Services, health care providers, and the Dept. of Health. Attend and participate in regional meetings, case staffing, and address local contract concerns.
- Represent the company publicly at professional and community group meetings. Prepare written and oral reports regarding program area supervised.
- Other duties as assigned.

#### **QUALIFICATIONS/EDUCATION**

- Bachelor's degree or Master's degree in social work, health or social science, public administration or related field.
- Five or more years of experience as a social service or health care supervisor or manager, including two years supervising or managing staff providing services to elderly or disabled. Solid experience working with the public, presenting a friendly, professional appearance while interacting with people.
- Ability to effectively ask for and present information, and to respond to questions from case managers & AAA staff, clients, caregivers, ResCare associates and the general public. Ability to read, analyze and accurately interpret regulatory requirements, agency instructions, policies and procedures, email messages, and regulatory communications. Ability to consistently & completely prepare accurate documentation on a timely basis.
- Approach others in a tactful manner. React well under pressure. Treat others with respect and consideration regardless of their status or position. Accepts responsibility for own actions. Follow through on commitments.
- Manage difficult or emotional customer situations. Respond promptly to customer needs. Solicit customer feedback to improve service. Respond to requests for service and assistance. Meet commitments.
- Detail oriented. Demonstrate accuracy and thoroughness. Look for ways to improve and promote quality. Apply feedback to improve performance.
- Adapt to changes in the work environment. Manage competing demands. Change approach or method to best fit the situation. Able to deal with frequent change, delays, or unexpected events.
- Identify and resolve problems in a timely manner. Gather and analyze information skillfully. Develop alternative solutions. Work well in problem solving situations. Use reason even when dealing with emotional topics.

#### **TRAVEL REQUIREMENTS**

#### **MINIMAL TRAVEL**

#### **WORK ENVIRONMENT AND PHYSICAL DEMANDS**

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The work environment described here is representative of what an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee works in home-like and office settings with varying temperature degrees. The noise level can vary from moderate to loud.

APPROVED  
BY

Craig White

Title

VP, HR Operations Support

I have read and understand the responsibilities and physical requirements for this position

\_\_\_\_\_  
Employee-Print Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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**DESCRIPTION RESCARE**  
Job Description Form



<b>Job Title: Regional Finance Director</b>		<b>Line of Business: Homecare</b>
<b>Reports to (Title): Controller/Designee</b>		
<b>Salary Grade:</b>	<b>Job Code: 533500</b>	<b>FLSA Status:</b> <input type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt
<b>Created/Revised Date: 01/16/2013</b>	<b>Driving Position:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>GENERAL SUMMARY</b>		
Complete oversight of multiple state Regional Office providing support to Regional Director, Executive Directors and Branches including: Financial Statements, Budgets and Budget Analysis, timely processing of AP and all aspects of AR to assure the needs of internal and external customers are met. Provide leadership in developing and implementing solutions. Create and improve processes with inner and inter office departments emphasizing quality and efficiency.		
<b>ESSENTIAL JOB RESPONSIBILITIES</b>		
<ul style="list-style-type: none"> <li>• Provides support to the region/assigned agency through assistance with all aspects of AR, budgets and general finance</li> <li>• Manage financial accounting systems to include accurate data for forecasting, review and analysis of Gross Margin Report, Prepare Month End Close, Reconcile general ledger accounts and prepare journal entries as necessary</li> <li>• Lead monthly financial calls with region. Facilitate collection efforts, recommend strategies to appropriate staff, and oversee the timely submission of required reports.</li> <li>• Oversight of all cash receipt, deposit and posting. Review and approve reconciliation of all deposit accounts. Evaluate this process and recommend improvement as needed</li> <li>• Review and approve all vendor invoices. Approve Oracle invoice summary batches</li> <li>• Maintain positive relationship with Executive Directors, Branches, vendors, clients and other support staff</li> <li>• Set performance and development goals for staff</li> <li>• Other duties as assigned</li> </ul>		
<b>QUALIFICATIONS/EDUCATION</b>		
<ul style="list-style-type: none"> <li>• Five to Seven years accounting or finance experience in a management role required</li> <li>• Experience in home health, home care (and funding sources/regulatory agencies) or comparable preferred.</li> <li>• Requires excellent organizational skills and excellent written and oral communication skills</li> <li>• Intimate knowledge of accounting standards and associated software programs</li> <li>• Must possess a fundamental understanding of Window software and must be knowledgeable of HRIS and Payroll Systems and have extensive knowledge of federal and state labor laws</li> <li>• Bachelor's Degree Finance, Accounting or related field</li> </ul>		
<b>TRAVEL REQUIREMENTS</b>		
<b>MODERATE TRAVEL</b>		
<b>WORK ENVIRONMENT AND PHYSICAL DEMANDS</b>		

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APPROVED  
BY

Craig White

Title VP, HR Operations Support

I have read and understand the responsibilities and physical requirements for this position

\_\_\_\_\_  
Employee-Print Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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## DESCRIPTION RESCARE

Job Description Form



Job Title: **Branch Manager**

Line of Business: Homecare

Reports to (Title): Executive Director

Salary Grade:

Job Code: 534000

FLSA Status: ☒ Exempt ☐ Nonexempt

Created/Revised Date: 01/16/2013

Driving Position: ☐ Yes ☒ No

### GENERAL SUMMARY

Accountable for the overall operation of the ResCare Home Care Branch. As such, the Branch Manager is expected to meet and exceed financial targets (sales, fees, gross profit, and contribution). Branch Manager is also responsible for selecting, training and developing the branch staff and for monitoring performance to achieve business results by leading the branch staff in business development, service delivery, client and employee retention, recruiting, and expense management. The Branch Manager must manage all aspects of branch sales and service delivery. Responsible for building and maintaining relationships with key clients and business leaders in the community as well as local, regional and Resource Center management. A strong focus is on continuous improvement and customer satisfaction. As business conditions change, the Branch Manager assesses the impact and responds accordingly to ensure maximum profitability. Responsible for management of all aspects of recruitment and selection processes. Responsible for overseeing Human Resources including: interviewing, hiring, employee orientation, performance evaluation, payroll processing, and employee relations.

### ESSENTIAL JOB RESPONSIBILITIES

- Sales/Service - Manager/Analyze sales and service processes to include managing multiple territories, conducting recruiting/sourcing sales, campaign/buzzes, identifying leads, conducting cold and canvass calls, setting appointments, creating and developing proposals and pricing models consistent with established guidelines, making presentations, documenting customer agreements, closing sales, documenting sales activities in Quickbase system and completing other required reports; networking via participation in community organizations, involving service team in sales activities and ensuring awareness of prospect/customer service requirements, engaging subject matter experts as appropriate, participating in RCHC sales programs/contest/meetings, using RCHC sales tools effectively to include Roadmap, maintaining a thorough understanding of RCHC service and product offerings, capitalizing on labor/business/community issues to grow market share.
- Sales and Service Management - Monitoring to ensure sales targets are met including appropriate mix of industries and service lines; leading branch participation in RCHC sales programs/contexts/meetings, maintaining awareness of competitors strengths and weaknesses and RCHC's resulting strategic position, managing territory to ensure efficient sales strategy for the branch.
- People Management - Selecting, training and developing staff; monitoring and supervising staff performance including setting expectations, coaching and recognizing achievement, managing RCHC Quality Management System/ResCare Quality Way initiatives. Monitoring and coaching the service team to ensure effective unemployment and workers' compensation claim management.
- Administration/Finance - Managing RCHC's Quality Management System initiatives; proactively identifying and assessing potential risks and costs associated with workers' compensation, unemployment compensation, extended payment terms and bad debt. Analyzing monthly financial statements for branch and implementing strategies to increase profitability; managing operating expenses (profit and loss (P&L) responsibility) to maximize contribution; developing and executing branch's annual business plan.
- Other duties as assigned

### QUALIFICATIONS/EDUCATION

- Minimum of three years of management experience.
- Experience in managing systems, processes, and people.
- Ability to effectively communicate verbally and orally with all levels of personnel internal and external to the company.
- Desire and ability to expand and build business relationships.
- Excellent problem-solving skills to handle client and employee issues.
- Ability to work flexible hours and be available 24 hours a day.
- Bachelor of Science degree in business, nursing, social services or related field of study.

### TRAVEL REQUIREMENTS

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**MINIMAL TRAVEL****WORK ENVIRONMENT AND PHYSICAL DEMANDS**

Individual must have the ability to stand and work or have mobility through mechanical assistance

Must be able to lift and carry items weighing up to 20 pounds

Must be able to communicate both verbally and in writing

Primarily sedentary which requires stooping, bending, hearing, and vision in order to operate phone, computer and facsimile

APPROVED BY Craig White

Title VP, HR Operations Support

I have read and understand the responsibilities and physical requirements for this position

\_\_\_\_\_  
Employee-Print Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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## DESCRIPTION RESCARE

Job Description Form



Job Title: **QA Manager** Line of Business: Homecare  
Reports to (Title): Executive Director  
Salary Grade: Job Code: 545000 FLSA Status: ☒ Exempt ☐ Nonexempt  
Created/Revised Date: 01/16/2013 Driving Position: ☐ Yes ☒ No

### GENERAL SUMMARY

The position provides support to the agency through assistance with all aspects of Human Resources; a variety of secretarial and administrative support to directors and administrators; and customer service to employees, managers, and visitors. In addition, may be responsible for leading internal investigations for the assigned service site(s).

### ESSENTIAL JOB RESPONSIBILITIES

- Provide support to the assigned service site through assistance with all aspects of Human Resources
- Resolve employee relations issues and assist with investigations
- Conduct training and developmental programs
- Provide direction with regulatory compliance
- Manage the performance management process
- Assist with compensation initiatives
- Provide administrative support in all areas of Human Resources
- Manage employee recruitment, hiring and retention
- Interpret policy and procedure for operational staff and management
- Other duties as assigned

### QUALIFICATIONS/EDUCATION

- Three to five years of human resources experience required
- Bachelors degree in Human Resources or related field
- Excellent organizational and written skills
- Must be able to maintain positive interpersonal communication with employees and customers

### TRAVEL REQUIREMENTS

#### MINIMAL TRAVEL

### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is required to sit, stand, and walk; to reach with hands and arms; and to talk and listen. The employee is required to type on a computer keyboard and the employee may be asked to occasionally lift and/or move heavy objects. Specific vision capabilities required by this job include close vision, distance vision, and peripheral vision.

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APPROVED  
BY Craig White

Title VP, HR Operations Support

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The Company reserves the right to revise or change job duties as business requirements dictate. It is mutually agreed that the job description does not constitute a written or implied contract of employment. It is also understood that the company reserves the right to change work schedules as required, including overtime.

I have read and understand the responsibilities and physical requirements for this position

\_\_\_\_\_  
Employee-Print Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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## DESCRIPTION RESCARE

Job Description Form



Job Title: **Customer Service Supervisor** Line of Business: **Homecare**

Reports to (Title): **Branch Manager/Designee**

Salary Grade:

Job Code: 536500

FLSA Status: ☐ Exempt ☐ Nonexempt

Created/Revised Date: 01/16/2013

Driving Position: ☐ Yes ☐ No

### GENERAL SUMMARY

This position is responsible for quality service delivery to clients, and supervising, guiding and directing staff providing those services. The Customer Service Supervisor will monitor the selection of appropriate staff, direct scheduling, identify problem situations and assist in problem solving to strive for optimum outcomes.

### ESSENTIAL JOB RESPONSIBILITIES

- Pre-qualification, staffing needs, hiring, onboarding and scheduling of staff.
- Staff files, updates and record keeping. Ensure all certifications, licenses and other applicable documents are complete and up-to-date per local, state and federal regulations.
- Evaluate job performance of staff and provide performance reviews, corrective action or other disciplinary/performance appraisals/counseling.
- Ensure home care services are in compliance with agency philosophy, policies and procedures, and in accordance with federal, state and local licensing laws & regulations.
- Direct staff schedules and ensure appropriate services are provided to clients.
- Conduct home visits & safety check.
- Review each client's Plan of Care initially and ongoing in order to adjust to any significant change.
- Ensure submission of proper timekeeping and paperwork. Management of schedule templates, processing visits and compliance checking through Point of Care and written notes.
- Maintain all data integrity in POC.
- Report client condition changes, needs or concerns to the Branch Manager/Executive Director, clinical staff and family members as appropriate.
- Assume on-call responsibility, as well as client care as necessary.
- Other duties as assigned.

### QUALIFICATIONS/EDUCATION

- Prior experience delivering services to the elderly and/or disabled.
- Demonstrated ability to supervise staff.
- Two or more years of community service or client service experience.
- Two or more years of general office and computer experience.
- Excellent customer service skills.
- Solid experience working with the public, presenting a friendly, professional appearance while interacting with people.
- Must be able to function well with pressure, make decisions quickly and manage confidential information.
- Valid driver's license and insurance.

### TRAVEL REQUIREMENTS

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#### MINIMAL TRAVEL

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

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APPROVED  
BY Craig White

Title VP, HR Operations Support

I have read and understand the responsibilities and physical requirements for this position

\_\_\_\_\_  
Employee-Print Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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**ATTACHMENT A**

**SCOPE OF WORK**

**FY 2015-2016**

**November 1, 2015 through June 30, 2016**

**RSCR California, Inc. dba ResCare Home Care**

**TITLE IIIB  
SUPPORTIVE SERVICES  
PERSONAL CARE**

**I. PROGRAM SPECIFICATIONS**

**A. Program # -  
Unit of Service**

Definition -

- |  |   |
|--|---|
| 1. Unit Measurement:                               | <u>1 hour</u>   |
| 2. Units of Service/Clients Served:                |   |
| a. Units of Service to be Provided Under Contract: | <u>716</u>  |
| b. Unit Rate:                                      | <u>\$20.82</u>  |
| c. Number of New Clients to be Served:             | <u>Based on 2 hrs of PC per<br/>6 week for 52 weeks</u> |
| d. Number of New Minorities to be Served:          | <u>3</u>  |
| e. Number of Clients in Target Groups:             | <u>6</u>  |

**II. INTAKE/SCREEN FORMS**

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

**III. STAFFING PLAN**

Attach to this Scope of Work an organization chart and job descriptions for key paid and volunteer staff. Describe how non-English speaking clients will be served and what training will be available to staff.



IV. PLAN OF ACTION

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

- A. Describe the day-to-day activities you will undertake to provide this service, i.e., how you will reach out to specific neighborhoods, how you will handle referrals, record keeping, etc."
- B. Hours/days of operation:
- C. Describe the Service Area(s) (SA), your program will serve:
- D. Describe how you will find and serve, or involve members of target population groups:
- E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:
- F. Include other pertinent\unique information about your program:

**SCOPE OF WORK**

**FY 2015-2016**

November 1, 2015 through June 30, 2016  
RSCR California, Inc. dba ResCare HomeCare

**TITLE IIIB**

**SUPPORTIVE SERVICE  
HOMEMAKER SERVICES**

**III. STAFFING PLAN:** ATTACH TO THIS SCOPE OF WORK AN ORGANIZATION CHART AND JOB DESCRIPTIONS FOR KEY PAID AND VOLUNTEER STAFF. DESCRIBE HOW NON-ENGLISH SPEAKING CLIENTS WILL BE SERVED AND WHAT TRAINING WILL BE AVAILABLE TO STAFF.

RCHC has 19,000 Direct Care Staff nationwide. We employ 120 Direct Care Staff in Southwest California. Approximately 50 percent of our staff also carries Certified Nursing Assistant (CNA) and/or Home Health Aide (HHA) certifications, which means they have the sufficient training and expertise to deliver bathing and other essential personal care services. Our participant base includes 181 clients currently served in the region. In total, we serve 1,042 clients in the state of California.

**Language & Diversity:** We strive to meet the service needs of individuals of diverse cultures in the areas we serve through face-to-face group interaction. We target outreach in areas with a higher concentration of multi-ethnic populations, and we participate in community health initiatives such as health fairs and free screenings, and provide free consumer education sessions in diverse communities.

We supplement the existing language competencies of our Riverside staff with Language Line®, a verbal and written translation service, already in use by RCHC operations in California. This way, RCHC staff members are able to access translators via telephone at any time during the day. Language Line offers 24/7 interpreters in 170 languages as well as professional translation of documents for those who require documents in their first language.

RCHC is selective in our hiring process, making sure that every individual, especially caregivers, connects with our mission of respect and care. We hire qualified bilingual and multilingual staff whenever possible and take special care in matching caregivers with clients, being sensitive of our clients' and potential clients' social and cultural needs.

We currently serve many clients who speak Spanish, Tagalog, Chinese, Korean, and Vietnamese, among others. Our diverse staff understands and is sensitive to cultural and religious differences and works to establish trust with clients, potential clients, and their families. Cultural Awareness Training is a critical part of our onboarding process for all new staff members. We believe that to serve people well, we must be able to engage them, and we cannot engage them if we do not understand their values and their way of viewing the world. Upon receiving Cultural Awareness Training, our employees complete a competency test to confirm they understand the training and will apply it in the field. Any staff member failing to score 80 percent (or higher) on the test must retake the course.

**Staff Credentials:** All services under this proposal are provided by Direct Care Staff employed by RCHC. We do not anticipate using volunteers for the primary

consideration that services provided in private residences of clients necessitate a level of quality control, credentialing, and background screening equivalent to an employee and above that of a volunteer. We hire qualified, trained staff with a preferred minimum of one year of experience or CNA in providing in-home services. Each staff member is provided training upon hire and undergoes comprehensive testing and skills training under the supervision of an RN prior to being assigned as a caregiver to a specific client.

#### **Job Descriptions:**

A brief description of the duties of each staff member can be found in the following table. Job descriptions for the individuals responsible for collecting and reporting fiscal and program data for the Office on Aging can be found attached along with the organizational chart.

<b>Position</b>	<b>Duties</b>
<b>Director of Operations/ General Manager</b>	<ul style="list-style-type: none"> <li>• Responsible for oversight, administration, and management of the home care service program</li> <li>• Communicates corporate goals, policies, procedures, and processes to RCHC staff and holds Executive Director accountable for meeting goals and complying with policies, procedures, and processes</li> <li>• Acts as liaison between RCHC offices in region and ResCare corporate for reporting, compliance, quality assurance, etc.</li> </ul>
<b>Executive Director</b>	<ul style="list-style-type: none"> <li>• Responsible for staff support, training, mentoring, financial oversight, and supervision of designated RCHC branches</li> <li>• Responsibilities include recruitment, hiring, management of day-to-day operations, outreach marketing, financial management, interfacing with employees and clients, training and coaching, program development, and overall quality and performance of each operation</li> </ul>
<b>Regional Finance Director</b>	<ul style="list-style-type: none"> <li>• Provides oversight of all aspects of accounts receivable, budgets, and general finance</li> <li>• Manages financial accounting systems</li> <li>• Oversight of all cash receipt, deposit, and posting</li> <li>• Reviews and approves reconciliation of all deposit accounts</li> <li>• Reviews and approves all vendor invoices</li> </ul>
<b>Branch Manager</b>	<ul style="list-style-type: none"> <li>• Recruits, selects, trains, and monitors performance of staff</li> <li>• Coordinates services for client admission</li> <li>• Leads branch staff in business development, service delivery, client and employee retention, and expense management</li> <li>• Responsible for providing community education programs to promote services</li> <li>• Responsible for the continuous improvement of the total quality of the office as it relates to customers, employees,</li> </ul>

Position	Duties
	business operations, and community education in creating a clear, positive public image
<b>Customer Service Supervisor</b>	<ul style="list-style-type: none"> <li>• Selects and schedules appropriate Direct Care Staff</li> <li>• Tracks and verifies data collected by Direct Care Staff</li> <li>• Performs timely and accurate data entry and maintains data integrity in the electronic tracking system</li> <li>• Monitors and identifies documentation issues and reports to leadership in a timely manner</li> <li>• Reviews staff timesheets and executes follow-up to ensure timesheets are completed timely and accurately</li> <li>• Answers and/or resolves client calls immediately or with the Executive Director as needed</li> </ul>
<b>Quality Assurance (QA) / Human Resources Manager</b>	<ul style="list-style-type: none"> <li>• Coordinates administrative and support services, to include accounts payable, PCard responsibility, fleet, and HR/benefits administration</li> <li>• Manages all aspects of branch service operations, including customer relations, reporting requirements, building and maintaining relationships with key stakeholders in the community</li> <li>• Ensures continuous improvement and customer satisfaction, including proactively and effectively identifying and resolving customer and employee issues</li> <li>• Provides administrative support in all areas of HR</li> </ul>
<b>Direct Care Staff</b>	<ul style="list-style-type: none"> <li>• Assists with personal care needs: bathing, dressing, grooming, etc.</li> <li>• Provides nutritional support: preparing meals, assisting with feeding patient, etc.</li> <li>• Provides routine housekeeping: vacuuming, washing/changing linens, cleaning patient's room, maintaining living area, etc.</li> <li>• Assists with errands: shopping, taking client to appointments, etc.</li> <li>• Assists with transfer and ambulation</li> </ul>

**Training:** RCHC is committed to the education of our employees and not only provides orientation, but mandatory in-service training. Training is available to employees through traditional lecture/classroom setting, online through self-study training modules, and through video. Our newly developed ResCare Talent System allows for flexible, cloud-based delivery and tracking of training through virtual classrooms, mobile learning, and competency testing.

RCHC requires all new hires to undergo extensive pre-service orientation and training of approximately 8 hours. In addition, new and experienced Direct Care Staff receive 12

hours of in-service annually, and receive mentoring and supervision from our management staff on an ongoing basis. Staff complete competency testing prior to providing care and must score 70 percent or better on New Employee Compliance Training.

At orientation, employees receive training regarding:

Training Area	Focus
Introduction to Work	New Direct Care Staff must pass quality care standards within 7 days
Roles and Responsibilities	Ensure understanding and avoid confusion
ResCare Quality Standards/Policies	Ensure compliance and consistency across programs
Reporting	Capture all required information for timekeeping and documentation
Emergency Response	Capacity and skill set to respond to emergency situations
Fraud, Abuse, Neglect, and Exploitation	Understanding expected practice, behavior, and risks
Customer Service	High quality of service; ResCare corporate practices; expectations for serving clients

Additional training topics include:

- CPR and First Aid
- Working with Families
- Introduction to Aging
- Infectious Disease Prevention / Hazardous Communication
- Emergency/Disaster Preparedness
- HIPAA Compliance
- Introduction to Developmental Disabilities
- Article IX (includes Client Rights, Abuse and Neglect – Prevention and Reporting)
- Seizure Management
- Cultural Sensitivity
- Sexual Harassment
- Documentation and Record Keeping
- Federal False Claims Act of 2005 (Claim Form Fraud)
- Habilitation
- Universal Precautions
- Behavior Management & Client Intervention
- Body Mechanics/Lifting and Transfer Techniques (including Hoyer Lift training)

RCHC maintains individual employee records that include documentation of training, competency testing, regulatory licensing/certification, supervisory visits, and performance evaluations. We will provide copies of such documentation upon request from the County.

**IV. PLAN OF ACTION: BRIEFLY ANSWER THE FOLLOWING QUESTIONS ABOUT THE PROGRAM/SERVICES TO BE PROVIDED UNDER THIS CONTRACT. IF YOU USE ADDITIONAL PAGES, PLEASE REPEAT THE QUESTIONS WITH YOUR ANSWERS**

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

RCHC is prepared to provide personal care and homemaker services to residents of Riverside County per the Request for Proposal.

Personal Care Services	
Scope of Service	Activities
Provide assistance to meet essential personal needs of individual; increase or maintain self-sufficiency of the individual in activities of daily living through personal assistance, stand-by assistance, supervision, cues/prompts, or technology where appropriate	<ul style="list-style-type: none"> <li>• Basic personal hygiene and grooming, including assistance with bathing, toileting, and dressing</li> <li>• Assistance with eating</li> <li>• Ambulation and transfer</li> <li>• Basic healthcare-related tasks</li> <li>• Client education for activities of daily living</li> </ul>
<b>RESPONSIBLE STAFF:</b> <b>Direct Care Staff:</b> Responsible for delivery of all in-home care services, as appropriate and assigned. <b>Customer Service Supervisor:</b> Provides coordination of assignments, supervision, and monitoring of services and assigned staff. Conducts home visits, tracks program outcomes, and responsible for program reporting. <b>Branch Manager:</b> Provides training, consultation, and technical guidance as needed. Is available and on call to address healthcare concerns. <b>Executive Director:</b> Ensures that services are provided per contract requirements and maintains ongoing communication with Riverside County.	

We have continually refined our programs and services and have developed a unique system of continuous improvement based on lessons learned and adopted best practices. With this experience also comes an in-depth understanding of the challenges associated with community-based care and a proven track record of success in containing costs while delivering safe and dependable care. Our service delivery model, described below, is flexible and customizable to accommodate each individual client's needs.



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

#### **Client Intake**

When a referral for services is received from the County, a Customer Service Supervisor or the Branch Manager reviews the authorization thoroughly for information regarding the scope of service and any special service requirements. The Customer Service Supervisor contacts the client or family within one business day upon receipt of the initial authorization and schedules a home visit at the earliest convenience of the client to conduct an intake with the client or family member. In the event that there is an urgent request for services, this process is expedited in order to initiate services per the authorization and within the timeframe requested.

The Executive Director, Branch Manager, or Customer Service Supervisor conducts an initial in-home visit to assess the client's needs and to complete RCHC intake paperwork, which includes a simple service agreement, emergency contacts, Notice of Privacy Practices, Client Rights and Responsibilities, and Client Grievance Procedures. During this first visit, the statement of duties is developed and specific service tasks are determined. These are turned into a care plan, which is approved by the client/family, which serves as the blueprint for everything we do in the home. At this time the Riverside County Office on Aging assessment form will be completed and a recommended number of hours determined for approval by the County. The frequency of visits and scheduling is determined with the client at the time of the initial home visit. We design our services with the flexibility to accommodate clients and be responsive to their needs; thus, the ultimate choice as to schedule will rest with the client as long as RCHC can provide an appropriate employee at the time and day requested.

The Customer Service Supervisor then determines the Direct Care Staff who is the most suitable match for the client, based on client care needs, language/cultural preference, location, caregiver experience and training, caregiver availability, as well as subjective compatibility factors. The right match of client and Direct Care Staff is an essential component of success as it facilitates trust between all parties and encourages self-reliance of the client. Therefore, clients are informed that they always have the right to choose the caregiver who best fits their needs.

#### **Supervisory Visits**

The Customer Service Supervisor contacts clients regularly after initiation of services to check on the client and inquire whether their needs are met. Supervisory Visits are conducted at least every 6 months. If other issues are identified Supervisory Visits will be conducted more frequently. This ensures that high quality services are provided, that services meet the needs of the client, and that tasks performed are according to the care plan. Our staff complete the Supervisory Visit Documentation Form during each Supervisory Visit. This form captures information such as:

- Satisfaction
- Attendance and punctuality

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

- Responsiveness to client needs
- Appearance
- Respectfulness
- Environment — safety and cleanliness

RCHC uses Supervisory Visits as an ongoing means of determining client satisfaction. In addition, the Customer Service Supervisor communicates with clients and responds to their calls. Should a client have a concern, the Customer Service Supervisor reviews the issue and provides a written narrative describing the issue to the Executive Director. The Executive Director ensures that follow-up is completed and provides the Director of Operations/General Manager and Quality Assurance Department with supporting documentation to verify that the follow-up was completed.

**Service Tracking**

To track service delivery, RCHC uses Point of Care (POC), an electronic scheduling and payroll system that allows authorizations for services to be entered and managed and Direct Care Staff to be scheduled according to authorization.

After the Customer Service Supervisor has entered the client's preferred schedule into the POC system, the supervisor is able to monitor service provision on a daily basis, as it occurs. POC uses telephony to track service delivery; as the Direct Care Staff arrives to provide services, the staff calls a toll-free number that notifies the Customer Service Supervisor that services have started. If the Direct Care Staff fails to call in within 15 minutes of the scheduled shift, the POC system can send an alert notification to the supervisor that services have not yet begun as scheduled, which then prompts a call to see if replacement staff is needed.

RCHC's POC system performs basic validation checks on completion of data entry. At the end of data entry, POC alerts the user to missing or inconsistent data so that the data can be reconciled. Direct Care Staff are responsible for reporting the date, nature, and scope of services. The Customer Service Supervisor is responsible for reconciling the data on POC with hard copy timesheets submitted by the Direct Care Staff.

In addition to electronic documentation of services, POC provides operational reports on funds utilization, units provided against units authorized and budgeted, billing, and other pertinent program and client information that is used for program monitoring. RCHC will remain in constant contact with the Office on Aging regarding utilization of hours and will also use the state online system for hour entry as instructed.

**B. Hours/Days of operations**

RCHC has the capacity to provide services 24 hours a day, 7 days a week, year round. In addition to regular office hours, all clients, referral sources, and employees have access by telephone to a RCHC supervisor 24/7. This means that service delivery issues can be addressed immediately and that new clients can access services in emergency situations.

**C. Describe the Service Area(s) (SA) your program will serve:**

RCHC proposes to provide personal care and homemaker services in nine of the Service Areas:

- SA1. Corona/Norco/Lake Elsinore
- SA2. Riverside/Eastvale/Jurupa Valley
- SA3. Moreno Valley/Perris/Canyon Lake/Menifee
- SA4. Murrieta/Temecula/Wildomar
- SA5. Banning/Beaumont/Calimesa
- SA6. Hemet/San Jacinto
- SA7. Desert Hot Springs/Palm Springs/Cathedral City
- SA8. Rancho Mirage/Palm Desert/Indian Wells
- SA9. La Quinta/Indio/Coachella

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

RCHC has had a presence in Riverside County for more than a decade and has developed relationships with several agencies that work with low income and minority elderly. These include Area Agencies on Aging, Meals on Wheels, HUD, senior centers, health agencies, VA, and more. We are a significant partner with the Alzheimer's Association, Parkinson's Organization, Brain Injury, the Aging Coalition, and area nonprofit mental health organizations and coalitions. We greatly expand our reach through these extensive community networks.

RCHC has the ability to market to public agencies through our existing relationships throughout California. We maintain name recognition among local health and social service and mental health agencies in the region. RCHC's website is maintained and continuously enhanced to allow for easy access to information and assistance.

Our approach is to identify centers and service sites frequented by older persons, family caregivers, and members of the care community to reach out to the target population on an ongoing basis. In addition, we design culturally appropriate outreach techniques, incorporate outreach in staff training, and equip staff with resources for conducting outreach.

RCHC staff attend local service fairs and conferences intended to highlight community services. We will contact medical care providers through email and in person to introduce our services. It is through lead agencies, stakeholders, and advocate agencies that we will work to educate potential clients, especially low-income and minority elderly, of resources available through Riverside County-funded services and RCHC.

RCHC's experience demonstrates that while some portion of the eligible service population is generally easy to reach, there are others who are considered "hard to reach." In particular, the "hard to reach" populations present specific challenges for outreach and marketing efforts that may need to be specifically targeted, non-traditional, and often community-based in terms of enrollment strategies. We believe that word of

**D. Describe how you will find and serve, or involve members of target population groups: (continued)**

mouth is an effective method to access these special populations. As we already provide services in Riverside County, our Direct Care Staff are our best ambassadors as members of the community. We often discover needs of isolated individuals through our employees, who are in the best place to begin the referral process. Our funding entities also often refer clients to RCHC that need service but do not meet the funding entity's restrictive program eligibility criteria.

Once potential clients have been identified, they will be referred to the Office on Aging for enrollment assistance, referral to appropriate resources/programs, options counseling, and decision support, where appropriate.

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

RCHC is well-versed in leveraging other community resources to ensure continuity of care for participants and to expand services for future participants. RCHC has strong community linkages with other networks and providers of healthcare services in the community, thereby assisting to clients to access resources that RCHC does not provide. This linkage between RCHC and other healthcare providers is a mutual one in that each refers to the other for services to benefit its clientele. Strong collaboration exists between RCHC and home health agencies to assist their existing consumers; between RCHC and local referral sources to assist consumers on waiting lists for other programs; and between RCHC and governmental departments on the local, state, and federal levels to identify people in need of in-home and community based services. We routinely take inquiry calls directing individuals to other social services agencies when RCHC cannot serve them. For example, we are well-versed in counseling on Veterans Pension benefits.

When meeting with families we review a comprehensive list of Riverside County service agencies to ensure that clients and their families are aware of other available supports and services. Our Riverside branch maintains a network of over 1,000 healthcare providers and religious or community-based organizations that interface with the senior population.

We link with area social workers who can assist our clients in addressing specific problems or issues affecting their home lives. If a client cannot afford the cost of medications, we explore a number of options to assist the client, including contacting the physician's office to obtain samples for the client, contacting pharmaceutical companies for assistance with supplies or to request a reduced rate for medications, and referring clients to pharmaceutical assistance or prescription discount programs.

Our Riverside staff actively participates in local advisory councils, trade groups, service networks, and task forces; as well as community networking through health and information fairs and educational opportunities. In the greater Riverside area, we have relationships with such community partners as the Red Cross and Alzheimer's Association.

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

Furthermore, RCHC has a strong history of seeking out target populations in need of in-home services, whether provided by grant funds or other sources, including private duty. RCHC has developed relationships with several agencies that work with low income and minority elderly in the states where we have programs. These include, Area Agencies on Aging, Meals on Wheels, HUD, senior centers, community centers, town halls, health agencies, and more.

We are grateful for the relationships we have built in Riverside and surrounding counties, as we have leveraged these relationships to identify new services for our clients. It is part of our pledge to help our clients maximize their independence and assure the highest quality of life in the most affordable manner.

**F. Include other pertinent/unique information about your program:**

RCHC currently provides a full range of services across California. The following include additional programs that we provide through our home care operations in the Riverside County areas

- **Personal Emergency Response System:** Personal care services through a trusted personal medical alert emergency response service for seniors and caregivers, helping the elderly and individuals with disabilities live with greater independence.
- **Remote Tele-care:** The Rest Assured Tele-care system provides care options that maximize privacy and independence while enhancing home security and safety. Our web-based system connects clients with professional tele-caregivers using the latest wireless technology through the Internet.
- **Hospital Discharge Support: Safe Discharge** – A RCHC service that aims to improve the transition of a patient from the hospital to their home or other care facility. The Safe Discharge Program provides a trained professional to manage the transition process, to remain with the client throughout discharge, and to re-establish the client in their home environment. This service helps the client re-adjust to living at home and can continue until they are stabilized.
- **Life Management:** Provides coordinated in-home support and re-enforcement of lifestyle modification strategies designed to keep individuals with, or at risk for, chronic health problems comfortable at home and functioning at their highest level of health and independence. Using customized chronic care guidelines and goals, a Lifestyle Coordinator visits weekly to provide oversight of such health-promoting activities as the individual's medication compliance, availability and intake of appropriate food and fluids, or early signs of illness.
- **Emergency Preparedness & Disaster Relief:** Our solutions include the capacity and know-how to manage home care services during a disaster such as a fire, hurricanes, flooding, and other environment conditions requiring relief. RCHC is an expert at disaster preparedness and response; we are a national contractor for FEMA to manage care in emergency shelters during disasters.

## DESCRIPTION RESCARE

Job Description Form



Job Title: **Executive Director** Line of Business: **Homecare**

Reports to (Title): **Regional Director or Designee**

Salary Grade:

Job Code: **534002**

FLSA Status: ☐ Exempt ☐ Nonexempt

Created/Revised Date: **01/16/2013**

Driving Position: ☐ Yes ☐ No

### GENERAL SUMMARY

Within assigned region, the Executive Director is responsible for managing the day to day work activities of home care supervisors assigned within several branch offices. The Executive Director is responsible for ensuring home care services are delivered in accordance with State and Federal laws and regulations and in accordance with local Area Agency on Aging contract requirements.

### ESSENTIAL JOB RESPONSIBILITIES

- Establish goals and objectives for home care supervisors assigned in the designated regional branch offices; monitor employee performance; prepare written performance evaluations; and develop and monitor corrective action plans.
- Assign, prioritize, and review work assignments; act upon personal leave requests; and schedule appropriate staff coverage in each branch office to meet client and staffing needs.
- Train home care supervisors on laws, regulations and company policies and procedures governing their job assignments to ensure compliance. Analyze and coordinate training related to specific job assignments and career development goals for each branch office home care supervisor.
- Regularly schedule and conduct regional, branch office, and individual supervisory staff meetings to support teamwork within each work unit.
- Provide policy interpretation to regional branch office staff, clients, and community groups and agencies; implement and interpret policies and procedures at the case staffing level.
- Provide leadership, accountability and guidance in handling challenging client cases and employee concerns.
- Assist supervisors with understanding their professional responsibility when they carry out agency policies and state and federal laws which govern home care services.
- Conduct individualized supervisory meetings with each home care supervisor to review and monitor client service plans and caregiver training plans, audit client and care-giver files, evaluate use of office automation and computer systems, and provide consultation and guidance on subjects requiring additional training.
- Provide guidance to and assist home care supervisors in the selection and development of home care aides for which they manage and supervise.
- Be available on-call for home care supervisors 24 hours per day, 7 days per week via the company's cell phone messaging system.
- Gather regional and branch office data and prepare written reports. Use the collected data to identify and target areas of concern. Implement quality improvement plans that measure results and track progress of home care staff and programs.

This Job Description is not intended to be all inclusive. Therefore, the employee may be requested to perform other reasonable duties as assigned by the immediate supervisor or other management as required.

The Company reserves the right to revise or change job duties as business requirements dictate. It is mutually agreed that the job description does not constitute a written or implied contract of employment. It is also understood that the company reserves the right to change work schedules as required, including overtime.

Continuously update and set regional quality improvement goals and objectives.

- In coordination with company Executive Management Team members, assess company wide work processes and implement changes that will improve company performance goals. This includes automation and use of electronic systems to achieve administrative efficiencies.
- Respond in writing or verbally to client or community concerns, audit requests, and/or contract complaints regarding quality of services and programs and use the information to make service improvements.
- Participate as a member of the company's Executive Management Team in developing, implementing, and evaluating policies and programs.
- Work closely with the Administrative Support to ensure a positive and efficient work environment exists between the support staff and home care supervisors who are assigned to work within the same branch office locations.
- Establish relationships and be the primary regional contact person and liaison for case management and contract monitoring personnel assigned to the local Area Agency on Aging, DSHS Home and Community Services, health care providers, and the Dept. of Health. Attend and participate in regional meetings, case staffing, and address local contract concerns.
- Represent the company publicly at professional and community group meetings. Prepare written and oral reports regarding program area supervised.
- Other duties as assigned.

#### **QUALIFICATIONS/EDUCATION**

- Bachelor's degree or Master's degree in social work, health or social science, public administration or related field.
- Five or more years of experience as a social service or health care supervisor or manager, including two years supervising or managing staff providing services to elderly or disabled. Solid experience working with the public, presenting a friendly, professional appearance while interacting with people.
- Ability to effectively ask for and present information, and to respond to questions from case managers & AAA staff, clients, caregivers, ResCare associates and the general public. Ability to read, analyze and accurately interpret regulatory requirements, agency instructions, policies and procedures, email messages, and regulatory communications. Ability to consistently & completely prepare accurate documentation on a timely basis.
- Approach others in a tactful manner. React well under pressure. Treat others with respect and consideration regardless of their status or position. Accepts responsibility for own actions. Follow through on commitments.
- Manage difficult or emotional customer situations. Respond promptly to customer needs. Solicit customer feedback to improve service. Respond to requests for service and assistance. Meet commitments.
- Detail oriented. Demonstrate accuracy and thoroughness. Look for ways to improve and promote quality. Apply feedback to improve performance.
- Adapt to changes in the work environment. Manage competing demands. Change approach or method to best fit the situation. Able to deal with frequent change, delays, or unexpected events.
- Identify and resolve problems in a timely manner. Gather and analyze information skillfully. Develop alternative solutions. Work well in problem solving situations. Use reason even when dealing with emotional topics.

#### **TRAVEL REQUIREMENTS**

##### **MINIMAL TRAVEL**

#### **WORK ENVIRONMENT AND PHYSICAL DEMANDS**

This Job Description is not intended to be all inclusive. Therefore, the employee may be requested to perform other reasonable duties as assigned by the immediate supervisor or other management as required.

The Company reserves the right to revise or change job duties as business requirements dictate. It is mutually agreed that the job description does not constitute a written or implied contract of employment. It is also understood that the company reserves the right to change work schedules as required, including overtime.



The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is required to sit, stand, and walk, to reach with hands and arms, and to talk and listen. The employee is required to type on a computer keyboard and the employee may be asked to occasionally lift and/or move heavy objects. Specific vision capabilities required by this job include close vision, distance vision, and peripheral vision.

The work environment described here is representative of what an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee works in home-like and office settings with varying temperature degrees. The noise level can vary from moderate to loud.

APPROVED  
BY

Craig White

Title

VP, HR Operations Support

I have read and understand the responsibilities and physical requirements for this position

\_\_\_\_\_  
Employee-Print Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

This Job Description is not intended to be all inclusive. Therefore, the employee may be requested to perform other reasonable duties as assigned by the immediate supervisor or other management as required.

The Company reserves the right to revise or change job duties as business requirements dictate. It is mutually agreed that the job description does not constitute a written or implied contract of employment. It is also understood that the company reserves the right to change work schedules as required, including overtime.

**DESCRIPTION RESCARE**  
Job Description Form



Job Title: <b>Regional Finance Director</b>		Line of Business: Homecare	
Reports to (Title): Controller/Designee			
Salary Grade:	Job Code: 533500	FLSA Status: <input type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt	
Created/Revised Date: 01/16/2013		Driving Position: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>GENERAL SUMMARY</b>			
Complete oversight of multiple state Regional Office providing support to Regional Director, Executive Directors and Branches including: Financial Statements, Budgets and Budget Analysis, timely processing of AP and all aspects of AR to assure the needs of internal and external customers are met. Provide leadership in developing and implementing solutions. Create and improve processes with inner and inter office departments emphasizing quality and efficiency.			
<b>ESSENTIAL JOB RESPONSIBILITIES</b>			
<ul style="list-style-type: none"> <li>• Provides support to the region/assigned agency through assistance with all aspects of AR, budgets and general finance.</li> <li>• Manage financial accounting systems to include accurate data for forecasting, review and analysis of Gross Margin Report, Prepare Month End Close. Reconcile general ledger accounts and prepare journal entries as necessary</li> <li>• Lead monthly financial calls with region. Facilitate collection efforts, recommend strategies to appropriate staff, and oversee the timely submission of required reports</li> <li>• Oversight of all cash receipt, deposit and posting. Review and approve reconciliation of all deposit accounts. Evaluate this process and recommend improvement as needed</li> <li>• Review and approve all vendor invoices. Approve Oracle Invoice summary batches</li> <li>• Maintain positive relationship with Executive Directors, Branches, vendors, clients and other support staff</li> <li>• Set performance and development goals for staff</li> <li>• Other duties as assigned</li> </ul>			
<b>QUALIFICATIONS/EDUCATION</b>			
<ul style="list-style-type: none"> <li>• Five to Seven years accounting or finance experience in a management role required</li> <li>• Experience in home health, home care (and funding sources/regulatory agencies) or comparable preferred</li> <li>• Requires excellent organizational skills and excellent written and oral communication skills</li> <li>• Intimate knowledge of accounting standards and associated software programs</li> <li>• Must possess a fundamental understanding of Window software and must be knowledgeable of HRIS and Payroll Systems and have extensive knowledge of federal and state labor laws</li> <li>• Bachelor's Degree Finance, Accounting or related field</li> </ul>			
<b>TRAVEL REQUIREMENTS</b>			
<b>MODERATE TRAVEL</b>			
<b>WORK ENVIRONMENT AND PHYSICAL DEMANDS</b>			

This Job Description is not intended to be all inclusive. Therefore, the employee may be requested to perform other reasonable duties as assigned by the immediate supervisor or other management as required.

The Company reserves the right to revise or change job duties as business requirements dictate. It is mutually agreed that the job description does not constitute a written or implied contract of employment. It is also understood that the company reserves the right to change work schedules as required, including overtime.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is required to sit, stand, and walk; to reach with hands and arms, and to talk and listen. The employee is required to type on a computer keyboard and the employee may be asked to occasionally lift and/or move heavy objects. Specific vision capabilities required by this job include close vision, distance vision, and peripheral vision.

The work environment described here is representative of what an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee works in home-like and office settings with varying temperature degrees. The noise level can vary from moderate to loud.

APPROVED  
BY Craig White

Title VP, HR Operations Support

I have read and understand the responsibilities and physical requirements for this position

Employee-Print Name

Employee Signature

Date

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## DESCRIPTION RESCARE

Job Description Form



Job Title: **Branch Manager**

Line of Business: Homecare

Reports to (Title): Executive Director

Salary Grade:

Job Code: 534000

FLSA Status: ☐ Exempt ☐ Nonexempt

Created/Revised Date: 01/16/2013

Driving Position: ☐ Yes ☐ No

### GENERAL SUMMARY

Accountable for the overall operation of the ResCare Home Care Branch. As such, the Branch Manager is expected to meet and exceed financial targets (sales, fees, gross profit, and contribution). Branch Manager is also responsible for selecting, training and developing the branch staff and for monitoring performance to achieve business results by leading the branch staff in business development, service delivery, client and employee retention, recruiting, and expense management. The Branch Manager must manage all aspects of branch sales and service delivery. Responsible for building and maintaining relationships with key clients and business leaders in the community as well as local, regional and Resource Center management. A strong focus is on continuous improvement and customer satisfaction. As business conditions change, the Branch Manager assesses the impact and responds accordingly to ensure maximum profitability. Responsible for management of all aspects of recruitment and selection processes. Responsible for overseeing Human Resources including: interviewing, hiring, employee orientation, performance evaluation, payroll processing, and employee relations.

### ESSENTIAL JOB RESPONSIBILITIES

- Sales/Service – Manager/Analyze sales and service processes to include managing multiple territories, conducting recruiting/sourcing sales, campaign/blitzes, identifying leads, conducting cold and canvass calls, setting appointments, creating and developing proposals and pricing models consistent with established guidelines, making presentations, documenting customer agreements, closing sales, documenting sales activities in Quickbase system and completing other required reports; networking via participation in community organizations, involving service team in sales activities and ensuring awareness of prospect/customer service requirements, engaging subject matter experts as appropriate, participating in RCHC sales programs/contests/meetings, using RCHC sales tools effectively to include Roadmap, maintaining a thorough understanding of RCHC service and product offerings, capitalizing on labor/business/community issues to grow market share.
- Sales and Service Management - Monitoring to ensure sales targets are met including appropriate mix of industries and service lines; leading branch participation in RCHC sales programs/contests/meetings, maintaining awareness of competitors strengths and weaknesses and RCHC's resulting strategic position, managing territory to ensure efficient sales strategy for the branch.
- People Management - Selecting, training and developing staff; monitoring and supervising staff performance including setting expectations, coaching and recognizing achievement, managing RCHC Quality Management System/ResCare Quality Way Initiatives. Monitoring and coaching the service team to ensure effective unemployment and workers' compensation claim management.
- Administration/Finance - Managing RCHC's Quality Management System initiatives; proactively identifying and assessing potential risks and costs associated with workers' compensation, unemployment compensation, extended payment terms and bad debt. Analyzing monthly financial statements for branch and implementing strategies to increase profitability; managing operating expenses (profit and loss (P&L) responsibility) to maximize contribution; developing and executing branch's annual business plan.
- Other duties as assigned

### QUALIFICATIONS/EDUCATION

- Minimum of three years of management experience.
- Experience in managing systems, processes, and people.
- Ability to effectively communicate verbally and orally with all levels of personnel internal and external to the company.
- Desire and ability to expand and build business relationships.
- Excellent problem-solving skills to handle client and employee issues.
- Ability to work flexible hours and be available 24 hours a day.
- Bachelor of Science degree in business, nursing, social services or related field of study

### TRAVEL REQUIREMENTS

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**MINIMAL TRAVEL****WORK ENVIRONMENT AND PHYSICAL DEMANDS**

Individual must have the ability to stand and work or have mobility through mechanical assistance

Must be able to lift and carry items weighing up to 20 pounds

Must be able to communicate both verbally and in writing

Primarily sedentary which requires stooping, bending, hearing, and vision in order to operate phone, computer and facsimile

APPROVED BY  
BY

Craig White

Title

VP, HR Operations Support

I have read and understand the responsibilities and physical requirements for this position

\_\_\_\_\_  
Employee-Print Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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## DESCRIPTION RESCARE

Job Description Form



Job Title: <b>QA Manager</b>		Line of Business: <b>Homecare</b>
Reports to (Title): <b>Executive Director</b>		
Salary Grade:	Job Code: <b>545000</b>	FLSA Status: <input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt
Created/Revised Date: <b>01/16/2013</b>	Driving Position: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

### GENERAL SUMMARY

The position provides support to the agency through assistance with all aspects of Human Resources; a variety of secretarial and administrative support to directors and administrators; and customer service to employees, managers, and visitors. In addition, may be responsible for leading internal investigations for the assigned service site(s).

### ESSENTIAL JOB RESPONSIBILITIES

- Provide support to the assigned service site through assistance with all aspects of Human Resources
- Resolve employee relations issues and assist with investigations
- Conduct training and developmental programs
- Provide direction with regulatory compliance
- Manage the performance management process
- Assist with compensation initiatives
- Provide administrative support in all areas of Human Resources
- Manage employee recruitment, hiring and retention
- Interpret policy and procedure for operational staff and management
- Other duties as assigned

### QUALIFICATIONS/EDUCATION

- Three to five years of human resources experience required
- Bachelors degree in Human Resources or related field
- Excellent organizational and written skills
- Must be able to maintain positive interpersonal communication with employees and customers

### TRAVEL REQUIREMENTS

#### MINIMAL TRAVEL

### WORK ENVIRONMENT AND PHYSICAL DEMANDS

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The work environment described here is representative of what an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee works in home-like and office settings with varying temperature degrees. The noise level can vary from moderate to loud.

APPROVED BY **Craig White**

Title **VP, HR Operations Support**

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I have read and understand the responsibilities and physical requirements for this position

\_\_\_\_\_  
Employee-Print Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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## DESCRIPTION RESCARE

Job Description Form



Job Title: <b>Customer Service Supervisor</b>		Line of Business: <b>Homecare</b>
Reports to (Title): <b>Branch Manager/Designee</b>		
Salary Grade:	Job Code: <b>536500</b>	FLSA Status: <input type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt
Created/Revised Date: <b>01/16/2013</b>	Driving Position: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>GENERAL SUMMARY</b>		
<p>This position is responsible for quality service delivery to clients, and supervising, guiding and directing staff providing those services. The Customer Service Supervisor will monitor the selection of appropriate staff, direct scheduling, identify problem situations and assist in problem solving to strive for optimum outcomes.</p>		
<b>ESSENTIAL JOB RESPONSIBILITIES</b>		
<ul style="list-style-type: none"><li>• Pre-qualification, staffing needs, hiring, onboarding and scheduling of staff</li><li>• Staff files, updates and record keeping. Ensure all certifications, licenses and other applicable documents are complete and up-to-date per local, state and federal regulations.</li><li>• Evaluate job performance of staff and provide performance reviews, corrective action or other disciplinary/performance appraisals/counseling</li><li>• Ensure home care services are in compliance with agency philosophy, policies and procedures, and in accordance with federal state and local licensing laws &amp; regulations.</li><li>• Direct staff schedules and ensure appropriate services are provided to clients</li><li>• Conduct home visits &amp; safety check.</li><li>• Review each client's Plan of Care initially, and ongoing in order to adjust to any significant change.</li><li>• Ensure submission of proper timekeeping and paperwork. Management of schedule templates, processing visits and compliance checking through Point of Care and written notes</li><li>• Maintain all data integrity in POC</li><li>• Report client condition changes, needs or concerns to the Branch Manager/Executive Director, clinical staff and family members as appropriate.</li><li>• Assume on call responsibility, as well as client care as necessary.</li><li>• Other duties as assigned</li></ul>		
<b>QUALIFICATIONS/EDUCATION</b>		
<ul style="list-style-type: none"><li>• Prior experience delivering services to the elderly and/or disabled</li><li>• Demonstrated ability to supervise staff</li><li>• Two or more years of community service or client service experience</li><li>• Two or more years of general office and computer experience</li><li>• Excellent customer service skills</li><li>• Solid experience working with the public, presenting a friendly, professional appearance while interacting with people</li><li>• Must be able to function well with pressure, make decisions quickly and manage confidential information</li><li>• Valid drivers license and insurance</li></ul>		
<b>TRAVEL REQUIREMENTS</b>		

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#### MINIMAL TRAVEL

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is required to sit, stand, and walk; to reach with hands and arms; and to talk and listen. The employee is required to type on a computer keyboard and the employee may be asked to occasionally lift and/or move heavy objects. Specific vision capabilities required by this job include close vision, distance vision, and peripheral vision.

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APPROVED  
BY Craig White

Title VP, HR Operations Support

I have read and understand the responsibilities and physical requirements for this position

\_\_\_\_\_  
Employee-Print Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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**ATTACHMENT B**  
**ALLOCATION**

**Contracts for Services Fiscal Year 2015/2016**  
**November 1, 2015 through June 30, 2016**

**ATTACHMENT B**  
**Vendor #30169**

Provider	Funding Source Project/Grant	Program	Unit Description	CFDA #	Number of Units	Unit Rate	Total Contract Amount
RSCR California, Inc. dba ResCare Home Care 1600 Chicago Ave., Suite R-3 Riverside, CA 92507 951-682-8060	OA60103FY16	Title IIIB Support Services	1 Hour	93.052	716	\$20.82	\$14,896.71
	OA60214FY16	Title IIIB Support Services	1 Hour	93.052	1,169	\$19.90	\$23,253.15
					1,884		\$38,149.86

# ATTACHMENT C BUDGET

*Title IIIC2 – Home Delivered  
Meals*

Riverside County Office on Aging  
 Contractor Budget: Program Resources  
 Fiscal Year 2015-2016: 9 Months -November 2015- June 2016

Original: ☐  
 Revision: ☐  
 OTO: ☐

Contractor: RSCR California, Inc. dba ResCare HomeCare  
 Program and Service: Homemaker  
 Vendor #:

Date: 10/30/2015

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT
	RCOoA Award Amounts:		\$23,253
11	Federal & State		
12	Federal & State OTO		
13	Other Award (IFS *)		
14	Other Award (IFS *)		
15	Other Award (IFS *)		
16	<b>Total RCOoA Award Amounts</b>		<b>0</b>
17	Program Income (May not be used for match):		
18	Donations from Program Participants		
19	Other Program Income (IFS *)		
20	Other Program Income (IFS *)		
21	<b>Total Program Income (May not be used for match)</b>		<b>0</b>
22	Match Cash (From non-Federal sources):		
23	Donations NOT from Program Participants		
24	Fundraising Events		
25	Proceeds from Sale of Property / Equipment		
26	Service Fees Income (Non-RCOoA units)		
27	Other Match Cash (IFS *)		\$2584
28	<b>Total Match Cash</b>		<b>0</b>
29	Match Third-Party In-Kind:		
30	Volunteer Services		
31	Donated Materials / Space		
32	Other Match Third-Party In-Kind (IFS *)		
33	<b>Total Match Third-Party In-Kind</b>		<b>0</b>
34	Non-Match Cash:		
35	Community Service Block Grant		
36	Other Federal Grant		
37	Other Non-Match Cash (IFS *)		
38	<b>Total Non-Match Cash</b>		<b>0</b>
40	<b>Total Program Resources</b>		<b>0</b>

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	\$2584	\$2584
Minimum Required Match	Title IIIE	25%	0	0

\* IFS = Include Funding Source

Note: Line 40 Total Program Resources must equal Line 41, Column G Total Program Costs (separate worksheet)

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

Original: ☐  
Revision: ☐  
OTO: ☐

Contractor:  
Program and Service:  
Vendor #:

RSCR California, Inc. dba ResCare HomeCare  
Homemaker

Date:

10/30/2015

Budget Line Items	Total Cost	Cash Match	In-Kind Match	Total RCOoA
<b>Paid Personnel</b>				
11 Total Salaries / Wages	0			\$21,567
12 Payroll Taxes	0			0
13 Workers' Compensation	0	\$2,584		\$436
14 Other Benefits	0			\$1,250
15 Total Paid Personnel	0		0	0
16 Third-Party In-Kind Personnel	0			0
17 <b>Total Personnel</b>	0	0		0
18 <b>Travel &amp; Training *</b>				0
19 <b>Equipment</b>				
20 Expendable Equipment (unit cost of < \$500)				0
21 Expendable Equipment (unit cost ≥ \$500)				0
22 <b>Total Equipment</b>	0	0	0	0
23 <b>Catered Food</b>				0
24 <b>Raw Food</b>				0
25 <b>Consultants *</b>				0
26 <b>Other Expenses</b>				
27 Building Rent and Utilities				
28 Lease / Rent *				0
29 Utilities *				0
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 <b>Total Other Expenses</b>	0	0	0	0
40 <b>Indirect Costs (Maximum 9% of Total) *</b>				0
41 <b>Total Program Costs</b>	0	\$2,584	0	\$23,253

\* Requires explanation

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

Note: Line 41, Column G Total Program Costs must equal Line 40 Total Program Resources (separate worksheet)

**Riverside County Office on Aging**  
**Contractor Budget: Paid Personnel**  
**Fiscal Year**

Original: ☐  
Revision: ☐  
OTO: ☐

**Contractor:** RSCR California, Inc. dba ResCare HomeCare  
**Program and Service:** Homemaker  
**Vendor #:**

**Date:** 10/30/2015

PAID PERSONNEL BY POSITION							Comments / Notes
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget		
1	OCS	90	\$11.10	13	\$12,987	-	
2	CSS	33	\$20	13	\$8,580	-	
3				13		0	
4				13		0	
5				13		0	
6				13		0	
7				13		0	
8				13		0	
9				13		0	
10				13		0	
11				13		0	
12				13		0	
13				13		0	
14				13		0	
15				13		0	
16				13		0	
17				13		0	
18				13		0	
19				13		0	
20				13		0	
SUB-TOTAL SALARIES / WAGES					\$21,567		
Total Payroll Taxes					\$3,020		
Workers' Compensation						0	
Other Benefits							\$649 DCS +60 Admin
SUB-TOTAL EMPLOYEE BENEFITS					\$1,250	0	
TOTAL PAID PERSONNEL					\$25,837		



Riverside County Office on Aging  
 Contractor Budget: Program Resources  
 Fiscal Year 2015-2016: 9 Months -November 2015- June 2016

Original: ☐  
 Revision: ☐  
 OTO: ☐

Contractor:  
 Program and Service:  
 Vendor #:

RSCR California, Inc. dba ResCare HomeCare  
 Personal Care

Date: 10/30/2015

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT
	RCOoA Award Amounts:		\$14,987
11	Federal & State		
12	Federal & State OTO		
13	Other Award (IFS *)		
14	Other Award (IFS *)		
15	Other Award (IFS *)		
16	<b>Total RCOoA Award Amounts</b>		<b>0</b>
17	Program Income (May not be used for match):		
18	Donations from Program Participants		
19	Other Program Income (IFS *)		
20	Other Program Income (IFS *)		
21	<b>Total Program Income (May not be used for match)</b>		<b>0</b>
22	Match Cash (From non-Federal sources):		
23	Donations NOT from Program Participants		
24	Fundraising Events		
25	Proceeds from Sale of Property / Equipment		
26	Service Fees Income (Non-RCOoA units)		\$1,698
27	Other Match Cash (IFS *)		
28	<b>Total Match Cash</b>		<b>0</b>
29	Match Third-Party In-Kind:		
30	Volunteer Services		
31	Donated Materials / Space		
32	Other Match Third-Party In-Kind (IFS *)		
33	<b>Total Match Third-Party In-Kind</b>		<b>0</b>
34	Non-Match Cash:		
35	Community Service Block Grant		
36	Other Federal Grant		
37	Other Non-Match Cash (IFS *)		
38	<b>Total Non-Match Cash</b>		<b>0</b>
40	<b>Total Program Resources</b>		<b>\$16,595</b>

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	\$1,655	\$1,698
Minimum Required Match	Title IIIE	25%	0	0

\* IFS = Include Funding Source

Note: Line 40 Total Program Resources must equal Line 41, Column G Total Program Costs (separate worksheet)

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

Original: ☐  
 Revision: ☐  
 OTO: ☐

Contractor:  
 Program and Service:  
 Vendor #:

RSCR California, Inc. dba ResCare HomeCare  
 Personal Care

Date:

10/30/2015

	Budget Line Items	Total Cost	Cash Match	In-Kind Match	Total RCOoA
	<b>Paid Personnel</b>				
11	Total Salaries / Wages	0			\$13,845
12	Payroll Taxes	0	\$1,698		0
13	Workers' Compensation	0			
14	Other Benefits	0			\$812
15	Total Paid Personnel	0		0	0
16	Third-Party In-Kind Personnel	0			0
17	<b>Total Personnel</b>	0	0		0
18	<b>Travel &amp; Training *</b>				0
19	<b>Equipment</b>				
20	Expendable Equipment (unit cost of < \$500)				0
21	Expendable Equipment (unit cost ≥ \$500)				0
22	<b>Total Equipment</b>	0	0	0	0
23	<b>Catered Food</b>				0
24	<b>Raw Food</b>				0
25	<b>Consultants *</b>				0
26	<b>Other Expenses</b>				
27	Building Rent and Utilities				
28	Lease / Rent *				0
29	Utilities *				0
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	<b>Total Other Expenses</b>	0	0	0	0
40	<b>Indirect Costs (Maximum 9% of Total) *</b>				0
41	<b>Total Program Costs</b>	0	\$1,698	0	\$14,897

\* Requires explanation

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

Note: Line 41, Column G Total Program Costs must equal Line 40 Total Program Resources (separate worksheet)

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

Original: ☐  
 Revision: ☐  
 OTO: ☐

Contractor: RSCR California, Inc. dba ResCare HomeCare  
 Program and Service: Personal Care  
 Vendor #:

Date: 10/30/2015

PAID PERSONNEL BY POSITION							Comments / Notes
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget		
1	Direct Care Staff	55	\$11.65	13	\$7,865	-	
2	Client Support Supervisor	23	\$20.00	13	\$5,980	-	
3				13	0	0	
4				13	0	0	
5				13	0	0	
6				13	0	0	
7				13	0	0	
8				13	0	0	
9				13	0	0	
10				13	0	0	
11				13	0	0	
12				13	0	0	
13				13	0	0	
14				13	0	0	
15				13	0	0	
16				13	0	0	
17				13	0	0	
18				13	0	0	
19				13	0	0	
20				13	0	0	
SUB-TOTAL SALARIES / WAGES					\$13,845		
Total Payroll Taxes					\$1,938.14%		
Workers' Compensation					0		
Other Benefits					\$812		\$419 indirect + \$393 Direct
SUB-TOTAL EMPLOYEE BENEFITS					0		
TOTAL PAID PERSONNEL					\$16,595		

Riverside County Office on Aging  
 Contractor Budget: Explanations  
 Fiscal Year

Original: ☐  
 Revision: ☐  
 OTO: ☐

Contractor:  
 Program and Service:  
 Vendor #:


Date: 10/30/2015

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training *	18	0	
Consultants *	25	0	
Lease / Rent *	28	0	
Utilities *	29	0	
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	
Indirect Costs (Maximum 9% of Total) *	40	0	

# **ATTACHMENT E**

## **COMMUNITY FOCAL POINT LIST**

## ATTACHMENT "E"

### FOCAL POINTS

#### COMMUNITY FOCAL POINTS LIST

<b>Designated Community Focal Point</b>	<b>Address</b>
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 ½ 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

**RSCR California, Inc. dba ResCare Home Care**  
**November 1, 2015 through June 30, 2016**

**FY2015 – 2016**

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# **CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2016

DATE (MM/DD/YYYY)

6/23/2015

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

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

<b>PRODUCER</b> LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1078748 Res-Care, Inc. and all scheduled subsidiaries 9901 Linn Station Road Louisville KY 40223	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A: ACE American Insurance Company</b>		22667
	<b>INSURER B: First Specialty Insurance Corporation</b>		34916
	<b>INSURER C: See Attached</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES \*RESCA01P\* CERTIFICATE NUMBER: 13266897 REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	N	XSL G27393846	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 4,000,000
A	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			(CLAIMS MADE)			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> <b>Prof. Liability</b>						MED EXP (Any one person) \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 6,000,000
	OTHER						PRODUCTS - COMPIOP AGG \$ 4,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>	N	N	ISA H08857374	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS						\$ XXXXXXXX
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	<b>UMBRELLA LIAB</b>	N	N	IRE0005548-07	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 3,000,000
B	<input checked="" type="checkbox"/> EXCESS LIAB			(AUTO & EL ONLY)			AGGREGATE \$ XXXXXXXX
	DED <input type="checkbox"/> RETENTION \$						\$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N	N	SEE ATTACHED			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 2,000,000
							E L DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Retro Date for Policy #XSL G27393846 is 7/1/01. Re: ResCare Home Care, 1600 Chicago Avenue, Suite R-3, Riverside, CA 92507. Cert holder is amended to include all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments**13266897**Riverside County Office On Aging  
Coordinated Care Programs  
6296 River Crest Drive, Suite K  
Riverside CA 92507

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

AUTHORIZED REPRESENTATIVE

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**RES-CARE, INC. AND ALL OF ITS SUBSIDIARIES  
CERTIFICATE CONTINUATION**

**WORKERS' COMPENSATION POLICIES**

SCF C48151413 - ACE Fire Underwriters (WI); Eff. 7/1/2015 - 7/1/2016  
WLR C48151395 - ACE American Insurance Co. (AZ, CA, MA); Eff. 7/1/2015 - 7/1/2016  
WLR C48151401 - Agri General Insurance Co. (TN); Eff. 7/1/2015 - 7/1/2016  
WLR C48151383 - Indemnity Insurance Co. of North America (All Other States); Eff. 7/1/2015 - 7/1/2016

**OHIO EXCESS WORKERS' COMPENSATION**

SP 4051944 - Safety National Casualty Corporation; Eff. 12/1/2014 - 12/1/2015  
Cov. A - Statutory  
Cov. B - \$1,000,000 Each Accident / \$1,000,000 Each Employee (Disease) / \$1,000,000 Agg. (Disease)

**OKLAHOMA EMPLOYER'S EXCESS INDEMNITY**

OEI4052453 - Safety National Casualty Corporation; Eff. 1/1/2015 - 1/1/2016  
Cov. A - Statutory  
Cov. B - \$1,000,000 per Occurrence

**WASHINGTON EXCESS WORKERS' COMPENSATION**

WCUC48151425 - ACE American Insurance Co; Eff. 7/1/2015 - 7/1/2016  
Maximum Liability of Excess Insurer: \$2,000,000 / Retention: \$1,000,000

**TEXAS NON-SUBSCRIBER (EMPLOYER'S EXCESS INDEMNITY)**

EPG000007604 - North American Specialty Ins. Co.; Eff. 6/27/2015 - 6/27/2016  
\$25,000,000 per Occurrence / \$25,000,000 Aggregate

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

Named Insured RES-CARE, INC.			Endorsement Number 16
Policy Symbol XSL	Policy Number G27393846	Policy Period 07/01/2015 TO 07/01/2016	Effective Date of Endorsement 07/01/2015
Issued By (Name of Insurance Company) ACE American Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**EXCESS COMMERCIAL GENERAL LIABILITY AND PROFESSIONAL LIABILITY POLICY**

**SCHEDULE**

**Name of Person or Organization:**

**Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.**

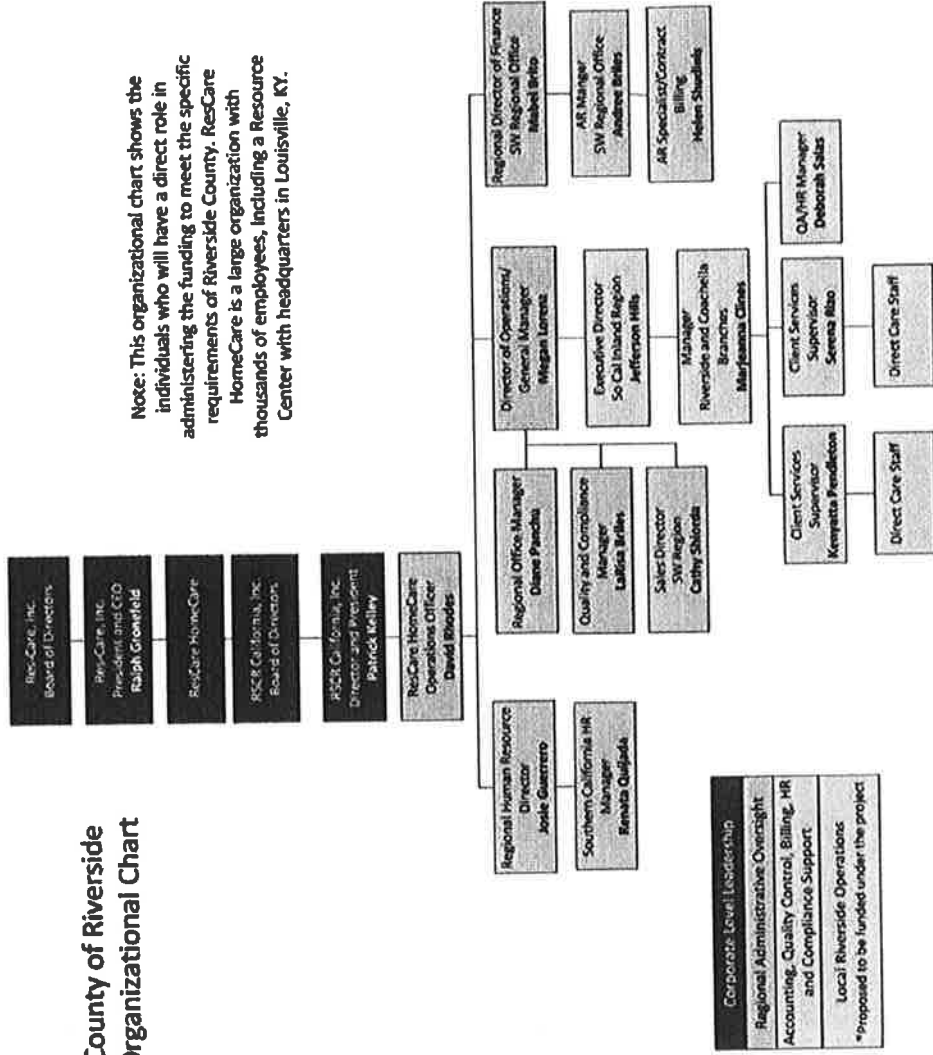
**WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to the liability arising out of your operations or premises owned or rented by you.**

---

Authorized Agent

# **ORGANIZATIONAL CHART**

## County of Riverside Organizational Chart



# ATTACHMENT D CONTRACTED MEALS

*TITLE IIIC1 – CONGREGATE MEALS*

*TITLE IIIC2 – HOME DELIVERED  
MEALS*

**BOARD RESOLUTION  
STATEMENT AND  
SIGNATURES**

# **SECURITY AWARENESS TRAINING CERTIFICATES**

**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  
Heritage Senior Care, Inc.

2. The term of this Agreement is: July 1, 2015 through June 30, 2016

3. Maximum amount of this Agreement: \$38,150.00  
Thirty Eight, One Hundred Fifty

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 IIIB - Personal Care and Homemaker

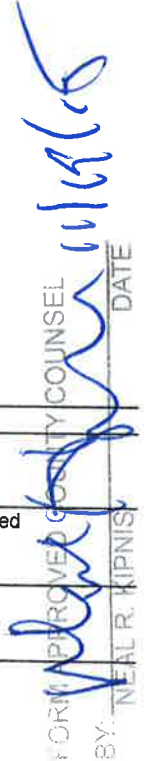
Attachment B Individual Contractor Allocations  
Title IIIB - Personal Care and Homemaker

Attachment C Contract Budget Program/Activity  
Title IIIB - Personal Care and Homemaker

Attachment E Community Focal Point List

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

Contractor		County of Riverside	
Contractor Name: <u>Heritage Senior Care, Inc</u>		Agency Name: <u>Office On Aging</u>	
BY (Authorized Signature) 	Date Signed <u>11-4-15</u>	BY (Authorized Signature)	Date Signed
Printed Name And Title of Person Signing <u>Roni Y. Mayben President</u>		Printed Name And Title of Person Signing	
Address  <u>2775 Jefferson street # 101</u> <u>Carlsbad, CA 92008</u>		Address  <u>6296 River Crest Drive, Suite # K</u> <u>Riverside, CA 92507</u>	

FORM APPROVED COUNTY COUNSEL  
BY:   
DATE

Amendment Number:

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Title IIIB - Personal Care and Homemaker

Attachment B Individual Contractor Allocations



Title IIIB - Personal Care and Homemaker

Attachment C Contract Budget Program/Activity

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Contractor Name: Heritage Senior Care, Inc		Agency Name: Office On Aging	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
	11-4-15		
Printed Name And Title of Person Signing		Printed Name And Title of Person Signing	
Roni Y. Mayhew President			
Address		Address	
2775 Jefferson street # 101 Carlsbad, CA 92008		6296 River Crest Drive, Suite # K Riverside, CA 92507	

FORM APPROVED BY COUNTY COUNSEL  
DATE  
BY: NEIL R. KIPNIS

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Office on Aging

Contractor Name  
Heritage Senior Care, Inc.

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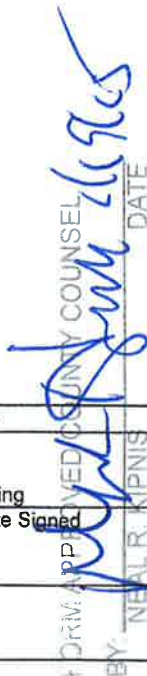
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BY (Authorized Signature) 	Date Signed 11-4-15	BY (Authorized Signature) 	Date Signed
Printed Name And Title of Person Signing Roni Y. Mayben President		Printed Name And Title of Person Signing	
Address  2775 Jefferson street # 101 Carlsbad, CA 92008		Address  6296 River Crest Drive, Suite # K Riverside, CA 92507	

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE

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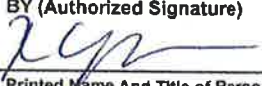
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Contractor Name: Heritage Senior Care, Inc		Agency Name: Office On Aging	
BY (Authorized Signature) 	Date Signed 11-4-15	BY (Authorized Signature)	Date Signed
Printed Name And Title of Person Signing Roni Y. Mayben President		Printed Name And Title of Person Signing	
Address  2775 Jefferson street # 101 Carlsbad, CA 92008		Address  6296 River Crest Drive, Suite # K Riverside, CA 92507	

FORM APPROVED BY COUNTY COUNSEL  
BY:   
DATE: 1.19.15

**FISCAL YEAR**  
**2015 – 2016**

**RIVERSIDE COUNTY**  
**OFFICE ON AGING**  
**CONTRACT**



**RIVERSIDE COUNTY  
OFFICE ON AGING**

**Fiscal Year 2015-2016**

**Contract Period: Nov 1, 2015 – June 30, 2016**

Please print (2) copies, 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 Friday: 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 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: Stacy MichalecTitle: Payroll / HRSignature: Stacy MichalecPhone: 760 720 7740E-mail address: Stacy@heritageseniorcare.com**Monthly Financial Reports/Budget Revisions**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Program Reports**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

As an emergency contact, our Board Chairperson's telephone number is 760 994 6722  
and mailing address is 4866 Hillside Dr. Ladsbad CA 92008

**FY 2015-16 Schedule of Important Contract Due Dates**

Nov 1, 2015	Contract begins
5 <sup>th</sup> business day of every month	Monthly Financial Request for Reimbursement (MFR) due
March 15, 2016	Program budget revisions due
June 30, 2016	Contract ends
July 10, 2016	Fiscal Closeout report due
September 30, 2016	Financial Audit due

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<b>Property .....</b>	<b>Article XI</b>
<b>Access .....</b>	<b>Article XII</b>
<b>Monitoring, Assessment and Evaluation .....</b>	<b>Article XIII</b>
<b>Audit .....</b>	<b>Article XIV</b>
<b>Insurance and Hold Harmless .....</b>	<b>Article XV</b>
<b>Termination .....</b>	<b>Article XVI</b>
<b>Remedies .....</b>	<b>Article XVII</b>
<b>Dissolution of Entity .....</b>	<b>Article XVIII</b>
<b>Revisions, Waivers or Modifications .....</b>	<b>Article XIX</b>
<b>Noticing .....</b>	<b>Article XX</b>
<b>Appeal Process .....</b>	<b>Article XXI</b>
<b>Grievances .....</b>	<b>Article XXII</b>
<b>Interagency Coordination/Cooperation .....</b>	<b>Article XXIII</b>
<b>Disaster Assistance Planning .....</b>	<b>Article XXIV</b>
<b>Personnel .....</b>	<b>Article XXV</b>

## 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. The associated RFP, any amendments, the proposal / bid, and any proposal / bid amendments of the Contractor are hereby incorporated by reference into this Contract, which shall compose the complete understanding of the parties.
- M. 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) The RFP, including any and all amendments;
  - 7) Contractor's submitted proposal / bid submitted in response to the RFP;
  - 8) Scope of Service;
  - 9) All other attachments incorporated herein by reference;
  - 10) Program memos and other guidance issued by CDA.
- N. 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](http://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 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.



N. 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.

O. 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.

P. 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.

Q. 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.

R. 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 **November 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 November 4, 2015. 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 July 11<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> 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 10, 2016. Any additional costs submitted after July 10th 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 1<sup>st</sup>, 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 1<sup>st</sup> 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.

#### **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. See Attachment "E" for the Community Focal Points List.

## 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.

# ATTACHMENT A SCOPE OF WORK

*Title IIIC 1 – Congregate Meals*  
*Title IIIC 2 – Home Delivered Meals*



ATTACHMENT A

**SCOPE OF WORK**

FY 2015-2016

November 1, 2015 through June 30, 2016

HERITAGE SENIOR CARE, INC.

**TITLE IIIB  
SUPPORTIVE SERVICE  
HOMEMAKER SERVICES**

I. **PROGRAM SPECIFICATIONS**

A. **Program # -**  
**Unit of Service**

Definition -

1. Unit Measurement:

1 hr.

2. Units of Service/Clients Served:

a. Units of Service to be Provided Under Contract:

1,081

b. Unit Rate:

21.50

c. Number of New Clients to be Served:

500 +

d. Number of New Minorities to be Served:

\_\_\_\_\_

e. Number of Clients in Target Groups:

\_\_\_\_\_

II. **INTAKE/SCREEN FORMS**

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

III. **STAFFING PLAN**

Attach to this Scope of Work an organization chart and job descriptions for key paid and volunteer staff. Describe how non-English speaking clients will be served and what training will be available to staff.

## ATTACHMENT A

### IV. PLAN OF ACTION

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

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

10/1/15-12/1/16 there will be mass recruiting, screening, and hiring of HCA's. Activities already regulate the course of business. We'll continue to schedule and maintain all referrals, and billing.

- B. Hours/days of operation:

Phones are monitored twenty four hours a day, and Care Managers can be reached 24/7. Office is open Monday-Friday 9am-4pm.

- C. Describe the Service Area(s) (SA), your program will serve:

All SA's we receive will be serviced.

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

By delivering educational pieces throughout all focal points, including all HSC educational venues, as well as health fairs and media.

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

We are happy to coordinate any needed services at no additional cost, and approve VA benefits if possible.

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

We've been in business for 32+ years, and we enjoy helping where we are needed, regardless of someone's income!

ATTACHMENT A

**SCOPE OF WORK**

FY 2015-2016

November 1, 2015 through June 30, 2016

**HERITAGE SENIOR CARE, INC.**

**TITLE IIIB  
SUPPORTIVE SERVICES  
PERSONAL CARE**

I. **PROGRAM SPECIFICATIONS**

A. **Program # -**  
**Unit of Service**

Definition -

1. Unit Measurement:

1 hr.

2. Units of Service/Clients Served:

a. Units of Service to be Provided Under Contract:

677

b. Unit Rate:

22.00

c. Number of New Clients to be Served:

200 +

d. Number of New Minorities to be Served:

e. Number of Clients in Target Groups:

II. **INTAKE/SCREEN FORMS**

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

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## ATTACHMENT A

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- 10/1/15-12/1/16 there will be mass recruiting, screening, and hiring of HCA's. Activities already regulate the course of business. We'll continue to schedule and maintain all referrals, and billing.
- B. Hours/days of operation:
- Phones are monitored twenty four hours a day, and Care Managers can be reached 24/7. Office is open Monday-Friday 9am-4pm.
- C. Describe the Service Area(s) (SA), your program will serve:
- All SA's we receive will be serviced.
- D. Describe how you will find and serve, or involve members of target population groups:
- By delivering educational pieces throughout all focal points, including all HSC educational venues, as well as health fairs and media.
- E. Describe how you will coordinate your program with other senior services providers in your community, i.e., transportation, housing, health providers, churches, civic groups, etc.:
- We are happy to coordinate any needed services at no additional cost, and approve VA benefits if possible.
- F. Include other pertinent\unique information about your program:
- We've been in business for 32+ years, and we enjoy helping where we are needed, regardless of someone's income!

**ATTACHMENT B**  
**ALLOCATION**

**Contracts for Services Fiscal Year 2015/2016**  
**July 1, 2015 through June 30, 2016**

Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	Total Contract Amount
Heritage Senior Care, INC 2775 Jefferson Street #101 Carlsbad, California 92008 760-720-7740	OAG0103FY16	Title III-B Support Services	Personal Care	1 Hour	93.052	677	\$22.00	\$14,899.94
	OAG0214FY16	Title III-B Support Services	Homemaker	1 Hour	93.052	1,081	\$21.50	\$23,250.10
						1,759		\$38,150.04

# ATTACHMENT C BUDGET

*Title IIIC2 – Home Delivered  
Meals*



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

Original: ☐  
Revision: ☐  
OTO: ☐

Contractor:  
Program and Service:  
Vendor #:

HERITAGE SENIOR CARE  
Homemaker

Date:

10/30/2015

Budget Line Items	Total Cost	Cash Match	In-Kind Match	Total RCOA
Paid Personnel	\$23250.10			
11 Total Salaries / Wages	\$16740.00			0
12 Payroll Taxes	\$2557.00			0
13 Workers' Compensation	\$1625.00			0
14 Other Benefits	\$930.00			0
15 Total Paid Personnel	0		0	0
16 Third-Party In-Kind Personnel	0			0
17 Total Personnel	0	0		0
18 Travel & Training *				0
19 Equipment				
20 Expendable Equipment (unit cost of < \$500)				0
21 Expendable Equipment (unit cost ≥ \$500)				0
22 Total Equipment	0	0	0	0
23 Catered Food				0
24 Raw Food				0
25 Consultants *				0
26 Other Expenses				
27 Building Rent and Utilities				
28 Lease / Rent *	\$465.00			0
29 Utilities *	\$232.00			0
30 Office Expense *	\$465.00			0
31 Vehicle Operations and Maintenance *				0
32 Outside Services *				0
33 Accounting *				0
34 Audit * **				0
35 Volunteer Expense *				0
36 Insurance *	\$236.10			0
37 Subcontracted Direct Service Costs *				0
38 Miscellaneous *				0
39 Total Other Expenses	0	0	0	0
40 Indirect Costs (Maximum 9% of Total) *				0
41 Total Program Costs	\$23250.10	0	0	0

\* Requires explanation

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

Note: Line 41, Column G Total Program Costs must equal Line 40 Total Program Resources (separate worksheet)

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

Original: ☐  
Revision: ☐  
OTO: ☐

Contractor:  
Program and Service:  
Vendor #:

HERITAGE SENIOR CARE
Personal Care

Date:

10/30/2015

Budget Line Items	Total Cost	Cash Match	In-Kind Match	Total RCOA
Paid Personnel	\$14899.94			
11 Total Salaries / Wages	\$10727.00			0
12 Payroll Taxes	\$1638.00			0
13 Workers' Compensation	\$1042.00			0
14 Other Benefits	\$596.00			0
15 Total Paid Personnel	0		0	0
16 Third-Party In-Kind Personnel	0			0
17 Total Personnel	0	0		0
18 Travel & Training *				0
19 Equipment				
20 Expendable Equipment (unit cost of < \$500)				0
21 Expendable Equipment (unit cost ≥ \$500)				0
22 Total Equipment	0	0	0	0
23 Catered Food				0
24 Raw Food				0
25 Consultants *				0
26 Other Expenses				
27 Building Rent and Utilities				
28 Lease / Rent *	\$297.00			0
29 Utilities *	\$148.00			0
30 Office Expense *	\$297.00			0
31 Vehicle Operations and Maintenance *				0
32 Outside Services *				0
33 Accounting *				0
34 Audit * **				0
35 Volunteer Expense *				0
36 Insurance *	\$154.40			0
37 Subcontracted Direct Service Costs *				0
38 Miscellaneous *				0
39 Total Other Expenses	0	0	0	0
40 Indirect Costs (Maximum 9% of Total) *				0
41 Total Program Costs	\$14899.94	0	0	0

\* Requires explanation

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

Note: Line 41, Column G Total Program Costs must equal Line 40 Total Program Resources (separate worksheet)

# **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 Geronio 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

<b>Designated Community Focal Point</b>	<b>Address</b>
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 ½ 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

**CERTIFICATE OF  
INSURANCE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Riverside County Office on Aging  
(See manuscript for full name)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2015

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

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

<b>PRODUCER</b> (WC) Heffernan Insurance Brokers 1350 Carlbach Avenue Walnut Creek CA 94596		<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b> 925-934-8500 <b>FAX (A/C No):</b> 925-934-8278 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Heritage Senior Care Inc. 2755 Jefferson Street #101 Carlsbad CA 92008		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Co <b>INSURER B:</b> Hartford Fire Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>HERISEN-01</b>		<b>NAIC #</b> 18058 19682	

**COVERAGES****CERTIFICATE NUMBER: 277553152****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1396151	9/25/2015	9/25/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Sexual Abuse \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1396151	9/25/2015	9/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Prof Liability Crime			PHPK1396151 57BDDGV2012	9/25/2015 9/25/2015	9/25/2016 9/25/2016	PL Occurrence 1,000,000 PL Aggregate 3,000,000 Employee Theft 50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Riverside County Office on Aging, all agencies, districts, special districts and departments of the County of Riverside, the State of California, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents or representatives are additional insured as respects General Liability (including Non-Owned Auto Liability) per endorsement attached, if required.

**CERTIFICATE HOLDER****CANCELLATION**

Riverside County Office on Aging  
6296 River Crest Drive #K  
Riverside CA 92507

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

AUTHORIZED REPRESENTATIVE



**BOARD RESOLUTION  
STATEMENT AND  
SIGNATURES**

# ORGANIZATIONAL CHART

# **SECURITY AWARENESS TRAINING CERTIFICATES**