

B. 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 Agreement were executed after that determination was made, it is understood between the parties that this Agreement may have been written before ascertaining, the availability of State and/or federal funds.
2. This 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 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 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 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 Agreement to reflect, any restrictions, limitations, or conditions as directed by the California Department of Aging.

C. One-Time-Only (OTO) Funds:

1. Only a SERVICE PROVIDER with an existing Agreement with RCOoA, funded by the same funding source as OTO funds, is eligible to receive OTO funds. OTO funds are non-transferable between funding sources and must only be used in the program to which it was allocated.
2. Title IIIs and Title VII Programs may use One-Time-Only funds for the following purposes:
 - a. The purchase of equipment to enhance 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, 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 may be used to maintain or increase baseline services, with RCOoA approval. However, programs funded with OTO funds shall not expect OTO funding beyond the current fiscal year in which OTO funds are awarded.
3. Nutrition Services Incentive Program (NSIP) are One-Time-Only funds used to purchase food ONLY in the Senior Nutrition Programs.

D. Matching Requirements & Contributions:

1. Matching means the cash 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 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. Nonmatching contributions includes, local funding which do not qualify and/or may not be budgeted as such. (e.g., Title V, Title XX, overmatch, etc.)
8. 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%).
9. 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.

10. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
11. Matching contributions generated in excess of the minimum required are considered overmatch.
12. Program overmatch from Title III-B, III-C, or III-D cannot be used to meet the program match requirement for III-E;
13. Title III-E programs have no State funds.
14. No minimum program matching contribution is required for the Health Insurance Counseling Advocacy Program (HICAP).
15. Minimum match requirements are subject to change at any time, to which RCOoA will send an electronic notification and an Amendment, as appropriate.

E. Program Income:

1. "Program income" is revenue generated by the Service Provider for delivered services. "Program income" includes:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds, or funds provided under this Agreement;
 - c. Royalties received on patents and copyrights from Agreement-supported activities;
 - d. Proceeds from the sale of items attained under an Agreement including the sale of RCOoA property and equipment; and,
 - e. Interest earned on funds awarded by RCOoA, except for the HICAP Program.
2. Program Income must be reported and expended under the same program from which it is generated. Program Income must be used to pay for current allowable costs of that program in the same fiscal year 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 Agreement funds (except as noted in 4) and may reduce the total amount of 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 Agreement budget, the excess amount may be deferred for use in the first quarter of the following 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.

F. Expenditure of Funds:

- 1) The SERVICE PROVIDER shall expend and justify all funds received, as described in Attachment C-SERVICE PROVIDER Budget Detail.
- 2) Any reimbursement for authorized travel (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:
 - a) Mileage: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
 - b) Per Diem (meals and incidentals): <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
 - c) Lodging: <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>
- 3) This does not limit 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 may be reimbursed unless prior written authorization is obtained from RCOoA. (CCR, Title 2 Section 599.615 et. Seq.)
- 4) RCOoA reserves the right to refuse payment to the SERVICE PROVIDER or disallow costs for any expenditure, which may include, but may not be limited to; Out of compliance with this Agreement's terms and conditions, unrelated or

inappropriate to Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

G. Accountability of Funds:

The SERVICE PROVIDER shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from other records 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.

H. 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 Agreement, RCOoA has the option to either:
 - a. Terminate the Agreement; or
 - b. Offer a Contract Amendment to reflect the reduced funding for this Agreement.
- 2) In the event that RCOoA elects to offer a Contract Amendment, RCOoA reserves the right to determine (1) which Agreements, if any, under this program shall be reduced and (2) some Agreements may be reduced by a greater amount than others, and (3) the amount that any and/or all of the 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 identified in the Exhibit A-Scope of Work or if spending pattern indicates 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 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.

I. Increase of Funds:

RCOoA may increase the amount of awarded funding, if additional RCOoA funding becomes available. The SERVICE PROVIDER may be required to increase the service objectives as identified in the Exhibit A-Scope(s) of Service(s) to qualify for additional funding. Any such increase in funding may not be subject to a competitive process and will be processed through an Amendment to the Agreement.

J. Supplanting Funds:

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

K. 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).

L. Interest Earned:

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:

1. The SERVICE PROVIDER receives less than \$120,000 in federal awards per year.
2. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
3. 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.

M. Indirect Costs:

1. The maximum allowable reimbursement for indirect costs is eight percent (8%) of direct costs (excluding in-kind contributions and nonexpendable equipment). Indirect costs exceeding the 8% 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.

N. Financial Management Systems:

1. SERVICE PROVIDER shall meet the reporting standards for its financial management systems, as stipulated in 45 CFR, or Section 74.21 (non-profits):
 - a. Financial Reporting
 - b. Accounting Records
 - c. Internal Control
 - d. Budgetary Control
 - e. Allowable Costs
 - f. Source Documentation
 - g. Cash Management
2. 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.

O. Unexpended Funds:

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

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 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 Agreement amount.
2. 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.
3. If, the advance payment has not been fully satisfied at the time of the final Monthly Financial Report, or upon completion or termination of this Agreement, SERVICE PROVIDER agrees to pay the balance to RCOoA upon demand.

B. Monthly Reimbursement Payments:

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

C. Accruals:

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

ATTACHMENT "C"

**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2016-2017

Input Term (i.e. 3 Months, Amendment)

Original:

Revision:

OTO:

Contractor:

Senior Helping Hand/Comfort Keepers

Date: 06/08/2016

Program and Service:

Personal Care/Homemaker

Vendor #:

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
RCOoA Award Amounts:			
11 Federal & State	OoA	19,075	
12 Federal & State OTO			
13 Other Award (IFS *)			
14 Other Award (IFS *)			
15 Other Award (IFS *)			
16 Total RCOoA Award Amounts		19,075	ERROR
Program Income (May not be used for match):			
17 Donations from Program Participants			
19 Other Program Income (IFS *)			
20 Other Program Income (IFS *)			
21 Total Program Income (May not be used for match)		0	OK
Match Cash (From non-Federal sources):			
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 *)			
28 Total Match Cash		1,900	ERROR
Match Third-Party In-Kind:			
30 Volunteer Services			
31 Donated Materials / Space			
32 Other Match Third-Party In-Kind (IFS *)			
33 Other Match Third-Party In-Kind (IFS *)			
34 Total Match Third-Party In-Kind		0	OK
36 Total Program Resources		20,975	ERROR

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	2,119	1,900
Minimum Required Match	Title IIIE	25%	6,358	1,900

* IFS = Include Funding Source

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

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

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

ATTACHMENT "C"



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2016-2017

Input Term (i.e. 3 Months, Amendment)

Original:
Revision:
OTO:

Contractor: Senior Helping Hand/Comfort Keepers
Program and Service: Personal Care/Homemaker
Vendor #:

Date: 06/08/2016

Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
11 Total Salaries / Wages	165,000				165,000
12 Payroll Taxes	20,000				20,000
13 Workers' Compensation	25,000				25,000
14 Other Benefits	5,000				5,000
15 Total Paid Personnel	215,000	0	0		215,000
16 Third-Party In-Kind Personnel	37,000				37,000
17 Total Personnel	252,000	0	0	0	252,000
18 Travel & Training *	5,000				5,000
Equipment					
20 Expendable Equipment (unit cost of < \$500)					0
21 Non-Expendable Equipment (unit cost ≥ \$500)					0
22 Total Equipment	0	0	0	0	0
23 Catered Food					0
24 Raw Food					0
25 Consultants *					0
Other Direct Expenses					
Building Rent and Utilities					
28 Lease / Rent *	10,000				10,000
29 Utilities *	2,000				2,000
30 Office Expense *					0
31 Vehicle Operations and Maintenance *					0
32 Outside Services *					0
33 Accounting *	2,000				2,000
34 Audit * **					0
35 Volunteer Expense *					0
36 Insurance *					0
37 Subcontracted Direct Service Costs *					0
38 Miscellaneous *	19,000				19,000
39 Total Other Direct Expenses	33,000	0	0	0	33,000
40 Indirect Costs (Maximum 9% of Total) *					0
41 Total Program Costs	290,000	0	0	0	290,000

ERROR OK ERROR OK ERROR

* Requires explanation

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

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

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

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



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2016-2017

ATTACHMENT "C" RIVERSIDE COUNTY OFFICE ON AGING



Original: X
 Revision:
 OTO:

Input Term (i.e. 3 Months, Amendment)

Date:

Contractor:
 Program and Service:
 Vendor #:

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training *	18	5,000	
Consultants *	25	0	
Lease / Rent *	28	10,000	
Utilities *	29	2,000	
Office Expense *	30	0	
Vehicle Operations and Maintenance *	31	0	
Outside Services *	32	0	
Accounting *	33	2,000	
Audit * **	34	0	
Volunteer Expense *	35	0	
Insurance *	36	0	
Subcontracted Direct Service Costs *	37	0	
Miscellaneous *	38	19,000	



Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2016-2017

RIVERSIDE COUNTY OFFICE ON AGING



Original: X
 Revision:
 OTO:

Input Term (i.e. 3 Months, Amendment)

Contractor:
 Program and Service:
 Vendor #:

Senior Helping Hand/Comfort Keepers
 Personal Care/Homemaker

Date: 06/08/2016

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Caregiver Staff	290.00	11.00	52	165,880	
2				52	0	
3				52	0	
4				52	0	
5				52	0	
6				52	0	
7				52	0	
8				52	0	
9				52	0	
10				52	0	
11				52	0	
12				52	0	
13				52	0	
14				52	0	
15				52	0	
16				52	0	
17				52	0	
18				52	0	
19				52	0	
20				52	0	
Total Salaries / Wages: Section A					165,880	
Total Salaries / Wages: Section B					0	See detail in Section B
Total Salaries / Wages: Section C					0	See detail in Section C
TOTAL SALARIES / WAGES					165,880	
Total Payroll Taxes					20,000	
Total Workers' Compensation					25,000	
Total Other Benefits						
TOTAL EMPLOYEE BENEFITS					45,000	
TOTAL PAID PERSONNEL					210,880	



ATTACHMENT "C"

RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: In-Kind Personnel

Original: X
Revision:
OTO:

Input Term (i.e. 3 Months, Amendment)

Fiscal Year 2016-2017
Contractor:
Program and Service:
Vendor #:

Date: 06/08/2016

Comfort Keepers
Personal Care/Homemaker

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

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Office Staff	45.00	16.00	52	37,440	
2				52	0	
3				52	0	
4				52	0	
5				52	0	
6				52	0	
7				52	0	
8				52	0	
9				52	0	
10				52	0	
11				52	0	
12				52	0	
13				52	0	
14				52	0	
15				52	0	
16				52	0	
17				52	0	
18				52	0	
19				52	0	
20				52	0	
21				52	0	
22				52	0	
23				52	0	
24				52	0	
25				52	0	
	Third-Party In-Kind Personnel: Section A				37,440	
	Third-Party In-Kind Personnel: Section B				0	See detail in Section B
	Third-Party In-Kind Personnel: Section C				0	See detail in Section C

EXHIBIT D- INSURANCE

- A. Without limiting or diminishing the SERVICE PROVIDER'S obligation to indemnify or hold the COUNTY harmless, SERVICE PROVIDER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
1. Workers' Compensation:
If the SERVICE PROVIDER has employees as defined by the State of California, the SERVICE PROVIDER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.
 2. Commercial General Liability
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SERVICE PROVIDER'S performance of its obligations hereunder. Policy shall name COUNTY as Certificate Holder and as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
 3. Vehicle Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, the SERVICE PROVIDER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If SERVICE PROVIDER or subcontractor are using vehicle with passenger seating capacity of 7 or more the insurance limits shall not be less than 5,000,000. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
Policy shall name the COUNTY as Certificate holder and as Additional Insured.
 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.
7. Professional Liability (Ombudsman Services & Legal Services ONLY)
SERVICE PROVIDER shall maintain Professional Liability Insurance providing coverage for the SERVICE PROVIDER's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SERVICE PROVIDER's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SERVICE PROVIDER shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement, or 3) demonstrate through Certificates of Insurance that SERVICE PROVIDER has Maintained continuous coverage with the same or original insurer. Coverage provided under item; 1), 2), or 3) will continue as long as the law allows.

B. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AMBEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The SERVICE PROVIDER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, SERVICE PROVIDER's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. SERVICE PROVIDER shall cause SERVICE PROVIDER'S insurance carrier(s) to furnish the County of Riverside with either:
 - a. A properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein, and
 - b. If requested to do so orally or in writing by the County Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If SERVICE PROVIDER insurance carrier(s) policies does not meet the minimum notice requirement found herein, SERVICE PROVIDER shall cause*

SERVICE PROVIDER'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance, including copies of endorsements and/or policies, including all endorsements and attachments there to evidencing coverages set forth herein, and the insurance required herein is in full force and effect. *SERVICE PROVIDER shall not commence operation until the COUNTY has been furnished with Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
5. It is understood and agreed to by the parties hereto that the SERVICE PROVIDER's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insures retention's or self-insured programs shall not be construed as contributory.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or , the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgement, the amount or type of insurance carried by the SERVICE PROVIDER has become inadequate.
7. SERVICE PROVIDER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. SERVICE PROVIDER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim from the performance of this Agreement.

**Riverside County Office on Aging
Standard Agreement
OOA 2016-17**

1. This Agreement is entered into between the County of Riverside

OFFICE ON AGING
and
SMC Pro Care dba. Comfort Keepers

2. This Agreement period of performance is:

July 1, 2016 to June 30, 2017 and may be renewed annually for up to three (3) years.

3. The maximum obligation awarded to the Service Provider through this Agreement is:

\$19,075.00

Nineteen thousand, seventy-five even dollars

4. The parties agree to comply with the obligations as defined in the following documents, which are by this reference incorporated into the Agreement for services:

- Authorized Signatory Form
- Agreement Terms and Conditions
- Exhibit A: Scope of Work
Attachment 1 to Exhibit A: Service Objectives
- Exhibit B: Service Provider Budget Allocations
Attachment 1 to Exhibit B: Budget & Reimbursement Provisions
- Exhibit C: Service Provider Budget Detail
- Exhibit D: Insurance Requirements

ATTEST:
KECIA HARPER-HEM, Clerk
By [Signature]
DEPUTY

IN WITNESS WHEREOF, this Agreement for services has been executed by an authorized agent of each party .

JUL 12 2016 327

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
NEAL R. KIPNIS DATE 6/29/16



RIVERSIDE COUNTY OFFICE ON AGING

SERVICE PROVIDER AGREEMENT

Fiscal Year 2016-17

July 1, 2016 to June 30, 2017

Please print four (4) Agreement documents, review and approve by signing 4 original signature pages.
Please return 4 original signature pages and one (1) Agreement document, along with the approving Board of Director's meeting minutes or similar.

Please obtain insurance documents (Exhibit D) and return all documents by June 5, 2016 to our office:

Riverside County Office on Aging
Attn: CONTRACTS AND SERVICES OFFICE
6296 River Crest Drive, Suite K
Riverside, CA 92507

If you have any questions or concerns, please contact office at:

(951) 867-3800- Main

(951) 867-3858-Contracts & Services Officer

Monday thru Friday: 8:00AM to 5:00PM

FY 2016-17 Schedule of Important Dates


Services Begin	July 1
Monthly Financial & Service Reports due	5 th business day of every month
Program budget revisions (Year End Projection) due	March 15
Services End	June 30
Fiscal Year Closeout Report due	July 10
Financial Audit due	90 days after June 30

AUTHORIZED SIGNATORY FORM:

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

Agreement/Amendments/Fiscal Year Closeout Report

Name: Scott Aceto Title: Director

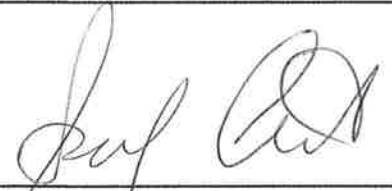
Signature: 

Phone: 951-219-3883 E-mail address: scottaceto@comfortkeepers.com

Mailing Address(if different): _____

Fiscal Documentation, Monthly Reimbursement Reports, Audits

Name: Scott Aceto Title: Director

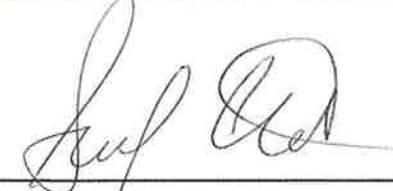
Signature: 

Phone: 951-219-3883 E-mail address: scottaceto@comfortkeepers.com

Mailing Address(if different): _____

Program Services, Program Reports

Name: Scott Aceto Title: Director

Signature: 

Phone: 951-219-3883 E-mail address: scottaceto@comfortkeepers.com

Mailing Address(if different): _____

In the event of an emergency, RCOoA may contact SERVICE PROVIDER Board Chairperson:

Name: _____

Phone #: _____

Mailing: _____

Email: _____

TERMS AND CONDITIONS

TABLE OF CONTENTS

Agreement Term.....Article I

Assurances & Certifications.....Article II

Certifications under Penalty of Perjury

- A. Labor Board Relations
- B. Air or Water Pollution
- C. Nondiscrimination
- D. Drug Free Workplace
- E. Lobbying Certification
- F. Covenant Against Contingent Fees
- G. Debarment, Suspension, Other Matters
- H. Payroll Taxes and Deductions
- I. Child Support Obligations
- J. Conflict of Interest

Definitions.....Article III

Agreement Terms & Conditions.....Article IV

- A. APPROVAL
- B. REVISIONS/MODIFICATIONS
- C. SERVICE PROVISIONS
 - 1. Standards of Work
 - 2. Staff and Volunteers
 - 3. Training and Education
 - 4. Reporting Requirements
 - 5. Fiscal Year Close-out Report
 - 6. Interagency Coordination
 - 7. Grievances
 - 8. Monitoring, Assessment and Evaluation
 - 9. Disaster Plan
- E. DOCUMENTS AND RECORDS
 - 1. General Requirements
 - 2. Record Retention
 - 3. Rights in Data and Materials
 - 4. Copyrights
 - 5. Non-Disclosure, Confidential Data, Records and Systems Security
 - 6. Security Incident Reporting
- F. ACCESS
- G. AUDIT

General Requirements.....Article V

- A. PROPERTY/EQUIPMENT**
 - 1. Acquisition, Use, Disposal
 - 2. Computer requirements
 - 3. Disposal of Property
 - 4. Additional Property Requirements
- B. FACILITY CONSTRUCTION & REPORT (TITLE III-ONLY)**
- C. HARMLESS/INDEMNIFICATION**
- D. SUBCONTRACTOR AGREEMENTS**
- E. APPEAL/DISPUTE RESOLUTION**
- F. NOTICES**

Termination.....Article VI

Scope of Work.....Exhibit A
Service Objectives.....Attachment 1 to Exhibit A

Budget Allocation Summary.....Exhibit B
Budget & Reimbursement ProvisionsAttachment 1 to Exhibit B

Budget Detail from Service Provider.....Exhibit C

Insurance Requirements.....Exhibit D

Community Focal Points.....Exhibit E

Article I. AGREEMENT TERM

This Agreement for services is valid from **July 1, 2016 through June 30, 2017**, unless extended annually for an additional three (3) fiscal years as stipulated in RFP #OAARC-015. No work shall commence before the Agreement is approved by both parties. Any work performed prior to a fully approved Agreement is considered performed at risk and may not qualify for reimbursement or compensation. SERVICE PROVIDER agrees to comply with all requirements set forth. Reimbursement provisions are included in Attachment 1 to Exhibit B.

Article II. ASSURANCES AND CERTIFICATIONS

CERTIFICATIONS UNDER PENALTY OF PERJURY:

A. LABOR BOARD RELATIONS:

By signing this Agreement, SERVICE PROVIDER swears under penalty of perjury, that no more than one 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 ordered SERVICE PROVIDER to comply with an order of the National Labor Relations Board.

B. AIR OR WATER POLLUTION VIOLATION:

By signing this 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. Determined to be in violation of provisions of federal law relating to air or water pollution.

C. NON-DISCRIMINATION:

1. 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 ANY program or activity for which the Service Provider receives federal financial assistance.
2. The SERVICE PROVIDER assures 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.).
3. Unless exempted, SERVICE PROVIDER assures 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 Regulations, which prohibits discrimination of recipients of state financial assistance 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); and,
4. Unless specifically exempted, SERVICE PROVIDER assures 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.

5. SERVICE PROVIDER 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, marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave.
6. Benefits may not be denied to any individual who refuses to provide information with respect to citizenship or alien status unless such information is required by statute to determine eligibility for the benefit.
7. 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.

D. DRUG-FREE WORKPLACE CERTIFICATION:

SERVICE PROVIDER hereby certifies compliance with Government Code Section 8355-8357 in matters relating to providing a drug-free workplace and will:

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

E. LOBBYING CERTIFICATION:

SERVICE PROVIDER certifies, to the best of his/her knowledge and belief, that:

1. 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.
2. If any funds other than federal funds have been paid, are 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.
3. 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.

F. COVENANT AGAINST CONTINGENT FEES

SERVICE PROVIDER warrants that no person or selling agency has been or was employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

G. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The SERVICE PROVIDER certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or is involuntarily excluded from covered transactions by any federal department or agency;
 - b. 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.
 - c. 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 of this certification.
 - d. 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
 - e. Where the recipient of Federal/State assistance funds is unable to certify to any of the statements in this certification, SERVICE PROVIDER will attach an explanation to this contract.
2. Immediately report to RCOoA in writing any incidents of alleged fraud and/or abuse by either SERVICE PROVIDER or subcontractor. Maintain any and all records, documentation, and other evidence of fraud and abuse until otherwise notified. Cooperate with authorities and RCOoA in any investigation.

H. 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.

I. CHILD SUPPORT OBLIGATIONS:

The SERVICE PROVIDER acknowledges and follows the Child Support Compliance Act as follows:

1. 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
2. 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.

J. 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 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.
3. 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.

Article III. DEFINITIONS

- A. "Administrative" and "Administration" means the make-up of the organization/company who is awarded a contract with RCOoA, through the competitive bidding process and is referred to as SERVICE PROVIDER herein. The make-up of the organization/company includes, but not limited to, the; business licensure, Internal Revenue Services (IRS) status, Board of Directors and hierarchy organization, internal control policies/procedures/processes for all aspects of the SERVICE PROVIDER.
- B. "Agreement" means this Service Provider Agreement and all contents; Authorized Signatory Form, Awarded Proposal for #OAARC-015-Senior Services: 2016-2020, Terms and Conditions, Exhibit A- Scope of Work, Exhibit B-Budget Summary, Exhibit C-Program Budget, including Attachment A to Exhibit C-Budget & Reimbursement and Exhibit D-Insurance and any amendments and renewals thereto
- C. "Budget" means the allowable and reimbursable costs which are necessary to deliver the service as identified in the awarded cost proposal and in Exhibit C-Budget and Payment. Budget details include salaries, direct and indirect costs identified in line item details and administrative costs. Exhibit C provides the funding, budget, and payment provisions.
- D. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- E. Eligible Service Target Population for Title III B, C-1, & C-2, D services means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals with Limited English Proficiency and older individuals residing in rural areas. Also means individuals with Severe Disability(ies) that are chronic mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more major life activities.
- F. Eligible Service Target Population for Title III E means an adult family member or another individual, who is an informal provider of in-home and community care to another individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. Also means a Grandparent (or step-grandparent) or older individual who is a relative caregiver, over the age of 55, caring for a relative child who either lives with, is the primary caregiver or has a legal relationship with the child.
- G. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- H. "OAA" means Older Americans Act.

- I. "Priority Services" for Title IIIB means those services associated with access to services (outreach, transportation, information & assistance, case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer;s disease and related disorders with neurological and organic brain dysfunction; and legal assistance. provided to fail and elderly; in-home services and supportive services, in addition to services provided to family caregivers. Details related to the agreed upon services are in Exhibit A-Scope of Work.
- J. "Priority Services" for Title IIIE means the family caregiver(s) to Title IIIB services.
- K. "Program Requirements" means the service delivery requirements as obligated through this Agreement and fulfill the federal requirements for services, which can be found in the; OAA (42U.S.C.3001-3058); Code of Federal Regulations 45CFR1321; California Code of Regulations 22CCR7700 et seq, CDA Program Memoranda and RCOoA guidance.
- L. RCOoA" means the Riverside County Office on Aging.
- M. "Service Provider" means the legal entity that submitted a proposal to provide specific services on behalf of the RCOoA and awarded an Agreement through a competitive bid process and agrees to the terms and conditions of this Agreement. Service provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions.
- N. "Service Recipient" also referred to as client, consumer, participant, means the eligible individual who is receiving Federally Funded Title IIIB, IIIC, IIIE Services through funding allocated to the state, and provided through this Agreement.
- O. "Services" means Titles IIIB, IIIC (C1&C2), IIIE, federally mandated and funded activities targeted for the senior population. Activities include: Personal Care, Homemaker Services, Adult Day Care, Respite (day care & In-home), Nutrition Services (Congregate & Home-Delivered), and Family Caregiver Support Program Services (FCPS). The FCPS categories are: Information Services, Access Assistance, Support Services Respite Care, Supplemental Services.
- P. "Subcontractor Agreement" means a written contractual arrangement between Service Provider and Subcontractor to carry out a portion of the services and supported with funding from this Agreement.

Article IV. AGREEMENT ADMINISTRATION

In accordance with Riverside County Ordinance 459, which includes the federal and state requirements for Procurement of Services, set forth in 45 CFR 92.36 and 22 CCR 7352, all elements of the Procurement Process including: Request for Proposal #OAARC-015-Senior Services from 2016-2020, Proposal submitted, Background, Program/Financial Evaluation, and Award, as facilitate by the Purchasing Department, the Title III and Title VII Older Adult Services competitive bid is awarded to SERVICE PROVIDER.

A. **APPROVAL:**

1. SERVICE PROVIDER shall be a nonprofit entity. For-Profit Entities require approval from CDA prior to RCOoA making an award.
2. Submit written approval documentation for Board of Directors authorization to sign the Agreement which supports the service provisions, as proposed and negotiated, in response to the competitive bid for senior services.
3. SERVICE PROVIDER has no authority or approval to enter into any Agreement or incur obligations on behalf of RCOoA.
4. Technical guidance regarding any Term and/or Condition of this Agreement will be obtained from RCOoA.

B. **REVISIONS/MODIFICATIONS:**

1. Any Revision/Modification to this Agreement shall be in a written Amendment signed by the authorized representatives of both parties. No oral understanding or agreement is binding by either RCOoA or SERVICE PROVIDER.
2. An Amendment is required to change the SERVICE PROVIDER'S legal entity name, address, maximum obligation, service provision(s) or any restrictions, limitations, conditions as specified herein, by an Act of Congress or the Legislature or as directed by the CDA.
3. RCOoA may determine SERVICE PROVIDER is considered "high risk" as described in 45 CFR 74.14 for non-profits. Upon such determination, SERVICE PROVIDER will be notified in writing, of any special conditions, accommodations, limitations, or restrictions.

C. **SERVICE PROVISIONS:**

1. **Standards of Work:**

The SERVICE PROVIDER shall perform Title III B, C-1, C-2, and/or III E services as appropriate and described in the awarded proposal, in accordance with applicable federal regulations, state laws and county requirements as specified in the Articles of this Agreement. The ultimate goal is to meet the requirements under OAA§301a.1.a; to secure and maintain maximum independence and dignity in a home environment for the eligible service population, capable of self-care, with appropriate supportive and nutrition services. The service provision(s) and budget requirements are, identified in Exhibit A-Scope of Services, Exhibit B-Budget Allocation Summary, Attachment 1 to Exhibit B-Budget & Reimbursement Provisions, Exhibit C-Service Provider Budget Detail, and shall be performed in accordance with accepted professional standards.

2. **Staff and Volunteers:**

- a. Maintain adequate staff, as required by governing federal, state laws and county requirements, to fulfill the service provision(s). The staffing requirements necessary for the successful delivery of services are described in Exhibit A-Scope of Services and at rates and amounts identified in Exhibits B-Budget Allocation Summary, and Attachment 1 to Exhibit B-Budget & Reimbursement Provisions.

- b. Volunteers may also assist SERVICE PROVIDER in meeting service obligations. Procedures for acquiring, utilizing and retaining volunteers shall be separate from staff and subcontractors, yet may include similar requirements.
- c. As applicable to the specific service being provided, staff and volunteers will maintain appropriate credentials, provide a current and valid license, pass background check, have experience and/or be otherwise qualified to perform and deliver the services.
- d. Staff, volunteer and subcontractor time, in hours, spent providing service(s) and service related activities shall be documented and reported as required and requested.
- e. Record(s) for each staff and/or volunteer shall contain proof of staff and volunteer mandated requirements as needed by the service(s) requirements and shall be maintained and retained by SERVICE PROVIDER.

3. Training/Education:

- a. Training and Education is required and may include but not be limited to; Safety regulations/precautions/actions, Elder Abuse Detection and Reporting requirements, Confidentiality of service recipient information (paper and electronic), information systems and data entry, Security Awareness, service related training, such as how to perform service task, document services, process requests.
- b. Within thirty (30) days of beginning services and annually thereafter, all staff, including volunteers, and subcontractors who handle personal, sensitive, and/or confidential information must complete Security Awareness Training. The module is located on CDA's website, www.aging.ca.gov.
- c. A staff and volunteer training plan shall be developed annually and include initial and ongoing education and training, as required by the service provision and by law.
- d. Additional staff training requirements specific to the service being provided is included in the Exhibit A-Scope of Services.
- e. Training may be provided on an individual basis or in groups. Certificates of completion for individuals who completed the CDA and other training(s) will remain on file and provided upon request. A sign-in sheet for group training is also acceptable documentation.
- f. Staff shall be available to the RCOoA or CDA for training and meeting(s).

4. Reporting Requirements:

- a. SERVICE PROVIDER will use Reporting Forms, along with other reporting measures, such as service data entry into the RCOoA information system, as described. Forms used for reporting will either be provided by RCOoA or developed by SERVICE PROVIDER and approved by RCOoA, as appropriate.
- b. Forms will be current, by periodically reviewing the contents for completeness, accuracy and relevancy of the information being collected. Updates to information collected such as service recipient information, demographic, program and/or financial information will be made as necessary. Changes made to RCOoA forms, will be communicated via electronic or written notice.
- c. Complete reports and back-up reporting documentation will be submitted, timely, as required or requested. Incomplete forms will be returned to the SERVICE PROVIDER for completion and will resubmit accordingly.
- d. The Monthly Financial Report of Expenditures/Request for Funds, along with other service and performance reports shall be submitted to RCOoA by the 5th working day of each month following the service month end. SERVICE PROVIDER may be required to enter referral, assessment, service and/or client information into the information system used by RCOoA. Quarterly and/or annual reports will be submitted as required or requested.
- e. Additional reporting requirements, specific to the service being provided is included in the Exhibit A-Scope of Work. Additional fiscal reporting requirements are, identified in the Attachment 1 to Exhibit B.

- f. Reports may be submitted electronically or in the requested reporting format.
- g. RCOoA and SERVICE PROVIDER shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
- h. Failure to comply with Program and/or Fiscal reporting requirements will exclude SERVICE PROVIDER from eligibility to receive One-Time-Only funding, which is further, described in Attachment 1 to Exhibit B.

5. Fiscal Year Closeout Report:

- a. The Fiscal Year Closeout Report covering July 1 to June 30 is required to be submitted annually, no later than July 10 and signed by a designated Authorized Signatory.
- b. The final Fiscal Year Closeout Report includes, but may not be limited to; actual accruals for any unpaid obligations; program expenditures and revenues, any corrections or adjustments necessary to bring the 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.

6. Interagency Cooperation:

SERVICE PROVIDER shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons and persons with disabilities to establish a comprehensive, coordinated system of services that will facilitate access to, and utilization of, all existing services to avoid service duplication and assist the service recipient with all available resources. Acceptable methods of cooperation include, but are not limited to, letters of or cooperative 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.

7. Grievances:

- a. Grievances are complaints, unresolved issues, negative interactions/results experienced with service and/or service delivery. SERVICE PROVIDER must establish and maintain a written grievance process for service recipients to resolve complaints of negative situations in the delivery of service. Efforts to resolve the grievance topic/situation will be made. At a minimum, the grievance process will include:
 - 1) How to file a grievance, which may include a form and where to file a complaint;
 - 2) Time frames of the grievance process for review, investigation and written response;
 - 3) A statement in the written response that if grievant is dissatisfied with the results of the review, the next step is to submit a written appeal to the RCOoA;
 - 4) Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law. The minimum necessary information relevant to the grievance may be released during the investigation, review and response.
- b. The grievance process shall be posted and accessible in visible areas, as well as delivered by person or mail to homebound service recipients.
- c. The grievance process and/or forms will be available in the primary languages of service participants who communicate in another language.
- d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the SERVICE PROVIDER area of expertise or authority.

8. Monitoring, Assessment and Evaluation:

SERVICE PROVIDER shall develop, implement and maintain policies, procedures and processes for internal monitoring and evaluation of service delivery, as well as external through the input of the service recipients and accounting practices.

a. Service Recipient:

SERVICE PROVIDER shall maintain formal procedures for obtaining the views and opinions of the service recipients regarding the services they receive. Acceptable methods for requesting input may include: suggestion box, project council/advisory group, questionnaires, interviews or electronic survey. Suggestions to revise or modify program service and/or methods of service, as a result of the views/opinions and/or internal monitoring evaluation, will be submitted to RCOoA for approval prior to implementation. The RCOoA will also survey service recipients at least annually regarding the services they receive and may include a satisfaction with service survey.

b. Internal Procedures and Processes:

- 1) SERVICE PROVIDER quality standards, outcome goals, internal processes and/or other service delivery requirements shall be documented to ensure provisions of applicable federal/state/county requirements are being met. Monitoring criteria to assess and evaluate internal controls will be developed to ensure and confirm appropriate internal controls.
- 2) Self-Monitoring to evaluate service delivery requirements and standards are being met shall be conducted, as appropriate and periodically throughout the term of Agreement.

9. **Disaster Planning:**

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

- a. Designate an Emergency Services Coordinator and Alternate and submit a Disaster Assistance Form/CDA 42, available on our website at <http://www.RCaging.org>.
- b. Develop and maintain a Disaster Plan. A template for a plan is available at https://www.aging.ca.gov/ProgramsProviders/AAA/Disaster_Preparedness/. The plan should be reviewed annually, revised as needed, and available for review.

E. **DOCUMENTS & RECORDS:**

1. **General Requirements:**

- a. Documents and records developed, utilized, and required for successful delivery of services through this Agreement will be made available for review, inspection, monitoring and/or audit at appropriate times during and/or after the Agreement ends.
- b. Documents and records necessary in the delivery of services funded through this Agreement, will be made available for inspection and audit by RCOoA and/or State authorized agents, at any time during normal business hours.
- c. A procedure to process requests for documents, records, confidential information or other information shall be maintained and may include notification to RCOoA of certain requests received and/or processed.
- d. Records and information requests from RCOoA shall be processed within 10 working days of the request.
- e. SERVICE PROVIDER shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures and press releases.
- f. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
- g. Complete, auditable records of service delivery, expenditures and other information relating to the services provided will be maintained and retained.

2. **Record Retention:**

Retention schedules provide specific times of when documents are allowed/authorized to be destroyed. The appropriate retention schedules will be adhered to for the records and documents acquired in the delivery of service(s). Records Retention Schedules for the documents and records contained herein include:

- a. As required by statute, law, regulation or other authority.
- b. Until authorized in writing by RCOoA, that the documents/records are no longer required after an audit has been completed and the audit resolution is satisfied.
- c. For longer period as is required by applicable statute or if notified by RCOoA or the state.
- d. In conjunction with the record retention schedule of RCOoA.
- e. In the event of any litigation, claim, negotiation, audit exception, or other action, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of RCOoA and stated in writing.
- f. If the allowance of expenditures cannot be determined because records or documents are non-existent or inadequate, the expenditures will be questioned and may be disallowed by RCOoA.
- g. After the retention period has expired, confidential documents, records, information shall be shredded or destroyed in a manner that will maintain confidentiality.

3. Rights in Data and Materials:

- a. Materials produced and funded through this agreement shall not be published, transferred or sold without the written consent of the RCOoA. Consent shall be given or denied after the written request is received by the RCOoA. A copy of the material for review should be submitted with the request.
- b. This subsection is not intended to prohibit SERVICE PROVIDERS from sharing information as authorized by the service recipient, as allowed by law, or provide summary program information that contains no confidential information.
- c. Materials published shall:
 1. State that, "The materials or product were a result of a project funded through RCOoA";
 2. Give the name of the entity, the address and telephone number at which the supporting data is available; and,
 3. Include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA", and where applicable, "The publication may not be based upon or inclusive of all raw data."

4. Copyright:

- a. The material(s) required for the service delivery and funded by this Agreement is subject to copyright. The State or RCOoA reserves the right to copyright such material and the SERVICE PROVIDER agrees not to copyright such material. Permission to copyright material is requested through the Director of RCOoA. The Director shall consent to or give the reason for denial, in writing.
- b. If the material is copyrighted by the state or by RCOoA, either agency 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 to the author.
- c. SERVICE PROVIDER certifies it has appropriate systems and controls in place to ensure Federal, State or County funds will not be used for the acquisition, operation, or maintenance of computer software or other copyright material in violation of copyright laws.

5. Non-Disclosure, Confidential Data, Records and Systems Security:

- a. "Confidential Information" also referred to as, "Individual Identifying Information", may be collected in the delivery or evaluation of services. Individual identifying information may include any combination of a service recipient's: name; along with number(s) used for social security, insurance, medical, Medi-Care or health insurance, state driver's license or identification, financial account or credit card; a symbol or other identifying characteristic assigned to the individual; a finger or voice, print or picture. Protected Health Information including medical diagnosis, treatment or prescriptions, assessment and counseling is also

confidential, in addition to client-attorney privilege. Such identifying information may not be used for any purpose other than carrying out the service obligations.

- b. Personal, sensitive, and confidential information will be protected from inappropriate/unauthorized access/disclosure in accordance with applicable federal, state, county laws, regulations and policies.
- c. Protect from unauthorized disclosure of names and other identifying information of service recipients.
- d. SERVICE PROVIDER shall not, except as otherwise specifically authorized by the service recipient or required by this Agreement, court order, law or regulation, disclose any identifying information obtained under the terms of this Agreement to anyone other than the RCOoA and CDA. Service recipient may not be asked to give a blanket authorization or sign a blank release. SERVICE PROVIDER shall not accept such blanket authorization from any service recipient.
- e. Policies to protect, maintain and preserve confidential information collected from service recipients shall be in place. Reasonable actions to prevent unauthorized access to confidential information kept in files or electronically will include storage in a secured environment with limited access or keeping files locked and requiring log-in procedures when accessing computer systems.
- f. 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.

6. Security Incident Reporting:

A "security incident" occurs when confidential information is accessed, modified, compromised, destroyed, or disclosed without proper authorization or is lost/stolen. SERVICE PROVIDER must report all security incidents to RCOoA immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to RCOoA, within five (5) business days from the date the incident was detected. Notification of the security breach will be sent to the service recipients.

- a. Notice must be given immediately to any service recipient whose personal information could have been breached.
- b. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

E. ACCESS:

1. Access will be provided to RCOoA, the Bureau of State Audits, the Comptroller General of the United States, or any duly authorized federal and State representatives to any books, documents, papers, records and electronic files of the SERVICE PROVIDER for the purposes including but not limited to; an audit, examination, inspection, investigation, or litigation.
2. Permit RCOoA access to its premises and/or facility(ies), 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 service provisions and/or audit requirements including, but not limited to GC 8546.7 et seq.

F. AUDIT:

1. The SERVICE PROVIDER expending more than \$750,000 in federal funds within the 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 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 Division
6296 River Crest Drive, Suite K
Riverside, CA 92507

2. A SERVICE PROVIDER expending less than \$750,000 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 fiscal year. Should SERVICE PROVIDER not be able to submit this audit with the time requested, an extension must be obtained in advance from RCOoA.
3. SERVICE PROVIDER assures RCOoA that all subcontractors are audited as required by State and federal law.
4. 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. 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 how findings were resolved.
5. The audit timeframe shall include the period of performance of this Agreement. If SERVICE PROVIDER is not on the same fiscal year (July 1-June 30) as RCOoA, a reconciliation and supplementary information, prepared by the same certified public accountant, who performed the audit, so accounts can be reconciled to the Agreement. Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.
6. RCOoA shall have access to all audit reports and supporting work papers of the SERVICE PROVIDER and subcontractors.
7. Where the SERVICE PROVIDER engages an independent auditor, the SERVICE PROVIDER shall provide a clause for permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. Maintaining such independent audit records shall be for a period of three (3) years after final payment under the Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer
8. The SERVICE PROVIDER shall cooperate with and participate in any audit or review which may be required by RCOoA.
9. 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.
10. Authorized RCOoA representatives have the right to monitor, assess, and evaluate the SERVICE PROVIDER'S administrative, fiscal, and program performance controls. Monitoring, assessment, and evaluation may include, but is not limited to, administrative, fiscal and program processes, policies, audits, inspections of service(s) premises, inspection of food preparation sites, interviews of project staff, and participants.
11. 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 audit review.

12. 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). 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 CDA audit of RCOoA has been completed and an audit resolution has been issued. The information shall be maintained in an organized manner.

Article V. GENERAL REQUIREMENTS

A. PROPERTY/EQUIPMENT:

1. Acquisition and Use:

- a. Unless otherwise provided for in this Article, property refers to all assets, equipment which also includes tangible and intangible items used to perform services in accordance with this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools and tangible items.
- b. Purchases of property and equipment shall ensure appropriate purchasing practices are followed.
- c. Property with the following criteria are subject to reporting requirements:
 - 1) Has a normal useful life of at least one (1) year;
 - 2) Has a minimum unit acquisition cost of \$500 (e.g., a desktop or laptop setup, including all peripherals, is considered a unit, if purchased as a unit; and
 - 3) Is used to conduct business under this Agreement.
- d. Intangible items lack physical substance but give valuable rights to the owner may also be used to fulfill Agreement obligations. Examples of intangible property include patents, copyrights, leases and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- e. 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 acquired and disposed of on behalf of RCOoA:
 - 1) Date acquired OR disposed
 - 2) Property description (include make and model number)
 - 3) CDA/RCOoA Tag Number
 - 4) Serial Number (if applicable)
 - 5) Cost of acquired property OR disposed value
 - 6) Fund Source
- f. 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.
- g. Property and equipment acquisition shall follow appropriate purchasing guidelines, which include competitive bidding and/or pricing when acquiring property and equipment.

2. Computer Requirements:

SERVICE PROVIDER must have at least one computer and one back-up, with sufficient space, size, internet connection and log-in capability to meet Agreement reporting requirements.

a. Encryption on Portable Computing Devices

SERVICE PROVIDER is required to encrypt (or use an equally effective measure), any data collected under this 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).

b. Software Maintenance

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

c. Electronic Backups

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

3. Disposal of Property:

- a. Written approval from CDA, requested through RCOoA, is required before the disposal of property. Disposal of any item with a unit cost of \$500 or more through sale, trade-in, transfer to another agency, discarding, salvage, etc. may not occur until written approval is received. SERVICE PROVIDER shall complete and submit to RCOoA the electronic form CDA248: Request to Dispose of Property prior to disposition of any property acquired by the SERVICE PROVIDER with funds from this Agreement or any predecessor Agreement. Upon approval of disposal request, the item(s) shall be removed from the Contractor's inventory report.
- b. 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.

4. Additional Property Requirements:

- a. Property will be utilized for the purpose for which it was intended under the Agreement. When no longer needed for that use, property may be returned to RCOoA or disposed of as agreed upon by both parties.
- b. Property and/or equipment may be shared or utilized by other programs, upon written approval of RCOoA.
- c. Failure to comply with updating inventory list or form CDA 32 will prevent SERVICE PROVIDER from eligibility for One-Time-Only funding.
- d. RCOoA reserves the title to all RCOoA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations, or as otherwise agreed by parties.
- e. 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.
- f. 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). SERVICE PROVIDER shall submit an incident report to RCOoA, with the following information:
 - 1) Form CDA 32, with the damaged property highlighted;
 - 2) Date and description of the incident and/or copy of the Police Report;
 - 3) Description of disposal of damaged property and how it was used, if applicable; and
 - 4) Description of how property will be replaced and cost of replacement, if known.

- g. Equipment or supplies acquired with Agreement funds are not for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- h. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the SERVICE PROVIDER dissolution, specific written instructions shall be given to the SERVICE PROVIDER.

B. FACILITY CONSTRUCTION OR REPAIR (TITLE III ONLY)

1. Construction or repair of facilities, as allowed, shall comply with the provisions contained in the following provisions:
 - 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); and
 - 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. 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.
3. If funding for construction is provided and non-construction activities are warranted, the SERVICE PROVIDER must obtain prior written approval making any fund or budget transfers between construction and non-construction.
4. 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:
 - a. Clean Air Act, as amended (42 USC 1857);
 - b. Clean Water Act, as amended (33 USC 1368);
 - c. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.);
 - d. Environmental Protection Agency Regulations (40 CFR, Part 15, and Executive Order 11738); and
 - e. Benefits for Domestic Partners (Public Contract Code Section 10295.3).

C. HARMLESS/INDEMNIFICATION:

SERVICE PROVIDER shall indemnify and hold harmless the County of Riverside, its departments, agencies and districts including their officers, employees and agents (collectively "County Indemnitees"), from any liability, claim, damage or action based or asserted upon any act or omission of SERVICE PROVIDER, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. SERVICE PROVIDER shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, County Indemnitees, in any such action or claim. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SERVICE PROVIDER obligations to indemnify and hold harmless County Indemnitees.

D. SUBCONTRACTOR AGREEMENTS:

1. 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, SERVICE PROVIDER shall follow the procurement requirements to secure the relationship. A Subcontract with a for-profit organization shall obtain the approval of RCOoA.
2. SERVICE PROVIDER shall require the Assurances and Certifications in the award documents for subcontracts and contain language of Agreement to comply with all Federal, State and County requirements. All applicable requirements of this Agreement shall also be a requirement of subcontractor.

3. SERVICE PROVIDER is responsible for subcontractor responsibilities and will ensure the service deliverables are being met including to fulfill all of the obligations of this Agreement.
4. Copies of subcontractor agreements, interagency cooperation arrangements, Memorandums and/or Letters of Understanding shall be maintained and available to RCOoA for review upon request.
5. SERVICE PROVIDER shall monitor subcontractor(s) to ensure compliance with the service provisions and other requirements included in this Agreement, including insurance requirements.
6. Notification of any changes to subcontractors or subcontracted services shall be sent to RCOoA.
7. Agreement funds shall not be obligated for services beyond the ending date.

E. APPEAL/DISPUTE RESOLUTION PROCESS:

1. In the event of inconsistency between the Articles, attachments, or provisions, which constitute this Agreement, the following order of precedence shall apply:
 - a. The Older Americans Act Amendments of 2006 (OAA as amended);
 - b. Other applicable Federal statutes and their implementing regulations;
 - c. Older Californians Act;
 - d. Title 22 CCR § 7000 et. seq.;
 - e. Terms and Conditions, and any amendments thereto;
 - f. Scope of Service;
 - g. All other Exhibits incorporated herein by reference; and
 - h. Program memos and other guidance issued by CDA.
2. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of the Agreement have full force and effect.
3. In the event of an Agreement dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:
 - a. The SERVICE PROVIDER shall first discuss the problem informally with the appropriate RCOoA Program Manager or Fiscal staff. If the problem is not resolved, SERVICE PROVIDER may, within fifteen (15) working days of the failed attempt to resolve the dispute with the Manager or staff, submit a written complaint, with any evidence to the Director of RCOoA. 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 Director of RCOoA shall, within fifteen (15) working days after receipt of the written complaint make a determination on the dispute and issue a written decision and reasons. Should the SERVICE PROVIDER disagree with the decision of the Director, the SERVICE PROVIDER may appeal the decision to the CDA Deputy Director.
 - b. SERVICE PROVIDER appeal must be submitted in writing within ten (10) working days from the date of receipt of the decision of the RCOoA Director; 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.
 - c. Costs associated with the appeal process, such as an administrative or court review are not reimbursable.
 - d. SERVICE PROVIDER will continue with the responsibilities under this Agreement during any dispute.
 - e. Contract resolution must occur within 15 months of the contract closeout.

F. Notices:

1. Any notice as required by this Agreement or by law is considered successful when delivered; in person, by mail (registered/certified, overnight, postage prepaid, return receipt requested) with a trackable delivery, as appropriate, and in some cases electronically.

2. Notices delivered in person or by mail, as described above will be addressed as follows:

RCOoA

Riverside County Office on Aging
Attention: Contracts Office
6296 River Crest Drive, Suite K,
Riverside, CA 92507

Notices sent to SERVICE PROVIDER will be addressed as indicated on the coversheet of this Agreement or Authorized Signatory Form, as appropriate.

Article VI. TERMINATION

- A. This Agreement may be terminated by either party, in whole or in part, during any time of the Agreement period of performance, upon a sixty (60) day written notice to the other party without cause.
- B. Termination shall be effective immediately in the case of threat to life, health or safety of the public.
- C. RCOoA may terminate Agreement obligations 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 Agreement;
 2. Inadequate program performance or failure to make progress so as to endanger performance of this 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 Agreement;
 5. Delinquency in payment of taxes or the costs of performance of this 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 filing of bankruptcy;
 9. Finding of debarment or suspension;
 10. SERVICE PROVIDER'S organizational structure has materially changed;
 11. Failure to comply with RCOoA insurance requirements; 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.
- D. Upon Notice of Termination 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, resource documents, inventory of and 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 the notice of

termination has been received, SERVICE PROVIDER shall cease providing services, as described and on the date provided in the Notice of Termination.

- E. 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 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.
- F. Upon receipt of Notice of Termination, 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 Agreement.
- G. SERVICE PROVIDER will notify RCOoA immediately of any intent to discontinue existence of the entity or to bring an action for dissolution.

EXHIBIT A
SCOPE OF WORK
FY 2016-2017

July 1, 2016 through June 30, 2017

SMC PROCARE dba. COMFORT KEEPERS
TITLE IIIB SUPPORTIVE SERVICES

I. SCOPE OF SERVICES

- A. Services will be provided as described in the awarded proposal, in response to the Request for Proposals #OAARC-015, and as described herein.
- B. Service Provider must use the referral and intake forms provided or approved by Riverside County Office on Aging (RCOoA), for each new client served, and take appropriate measures to provide the necessary services as warranted by intake form. A copy of this form must be maintained on file and made available for review. RCOoA Intake Form can be found on the Office on Aging website at www.rcaging.org or by contacting RCOoA Contracts Department directly.
- C. Service Provider will coordinate program services, as appropriate, with other senior services providers in the community, i.e., transportation, housing, health providers, churches, civic groups, etc.

II. SERVICE AREA(s) (SA) you will be serving:

A.

SA	SUBGROUP
SA1	Corona/Norco/Lake Elsinore
SA3	Moreno Valley/Perris/Canyon Lake/Meniffee
SA4	Murrieta/Temecula/Wildomar
SA6	Hemet/San Jacinto

- B. Service Provider will outreach and serve, and/or involve members of target population groups as appropriate.

III. TARGET POPULATION:

- A. The eligible Service Target Population for Title IIIB are individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency and older individuals residing in rural and isolated areas. [Office on Aging Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].
- B. Special contract objectives: Priority services will be given to those members of the targeted population in greatest need.

IV. SERVICE AND SERVICE OBJECTIVES for each contract service are as follows:

A. Personal Care – (1 Hour= 1 Unit of Service)

Provision of personal assistance, stand-by assistance, supervision or cues. (such as with eating, bathing, toileting, transferring in/out of bed/chair, walking, dressing, grooming).

B. Homemaker Services – (1 Hour= 1 Unit of Service)

Provision of assistance such as preparing meals, shopping for personal and household items, managing money, using the telephone or doing light housework.

V. ADDITIONAL REQUIREMENTS

A. The Service Provider shall perform the following for Title III, Title VII, and/or Health Insurance Counseling and Advocacy Program (HICAP) Programs:

1. Implement the statutory provisions of the Title III, Title VII Programs, and/or Health Insurance Counseling and Advocacy Program (HICAP) Programs in accordance with State and federal laws and regulations. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the County.
2. Maintain an organization that has internal controls to ensure accountability for funds received from the County, for the effective and efficient service delivery in the Area Plan, and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the requirements under the OAA, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
5. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
6. Secure the opportunity for the eligible service population to receive managed in-home and long- term care services as required under OAA, Section 301(a)(2)(D).
7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
8. Meet the requirements under the AB 1217 Lowenthal Home Care Services Consumer Protection Act laws that provides for the In-Home Supportive Services (IHSS) program, which includes eligibility requirements for individuals who provide services to recipients under the program.
9. Service Provider hereby agrees to comply with the Riverside Office on Aging policies and procedures that are based on Title 22 California Code of Regulations, Division 1.8 California Department on Aging.



**RIVERSIDE COUNTY
OFFICE ON AGING**



Contracts for Services Fiscal Year 2016/2017
July 1, 2016 through June 30, 2017

Exhibit B
Vendor #

Provider	Funding Source Project/Grant	Program	Unit of Service	Unit Description	CFDA #	Number of Units	Unit Rate	FEDERAL FUNDS		Total Contract Amount per Provider
								Dollar Amount		
SMC Pro Care dba. Comfort Keepers 41593 Winchester Rd. Suite 200 Temecula, CA 92509	OA60103FY17	Title IIIB Support Services	Personal Care	1 Hour	93.044	381	\$19.50	\$7,439.00		\$7,439.00
	OA60214FY17	Title IIIB Support Services	Homemaker	1 Hour	93.044	597	\$19.50	\$11,636.00		\$11,636.00
						978				\$19,075.00

ATTACHMENT 1 TO EXHIBIT B BUDGET & REIMBURSEMENT PROVISIONS

Funding awarded under this Agreement is made available under provisions of the Older Americans Act Amendments, Title III and/or Title VII, and the California Department on Aging Agreement appropriations. Funding awarded is summarized in Attachment B and represents the maximum obligation.

A. BUDGET AND BUDGET REVISION

1. SERVICE PROVIDER budget is agreed upon and is included as Attachment C-SERVICE PROVIDER BUDGET DETAIL. This budget detail identifies budget appropriation categories and line item reimbursable costs; including unit rates, quantity and totals associated with delivering services under this Agreement. The budget detail includes, at a minimum, the following appropriations (budget categories) & line items, as reimbursable and allowable, under this Agreement.
 - a. Direct and indirect (overhead) costs;
 - b. Monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of personnel time associated with providing services, as well as fringe benefits and training;
 - c. Rental reimbursement items should specify the unit rate, such as a property's rate per square foot;
 - d. Equipment necessary to successful delivery of service(s), as purchased, should be specified;
 - e. Any travel outside the State of California (prior approval required);
 - f. Any travel inside the State of California; and
 - g. A detailed list of other operating expenses.

2. Changes to line items within budget appropriations may be made, subject to the following conditions:
 - a. Transfer of Agreement line funds within the approved program budget, with prior approval of RCOoA, providing the amount of the change in that Cost Category is both less than 20% AND less than \$1,500;
 - b. 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.
 - 7) Title C has two additional Cost Categories:
 - i. Catered Food; and
 - ii. Raw Food.
 - c. The SERVICE PROVIDER is required prior approval from RCOoA before making any total change in a Budget Category that is both 20% or greater AND \$1,500 or more.
 - d. The SERVICE PROVIDER will maintain a written record of all budget changes and clearly document Budget Category changes. The record shall include the date of the transfer, the amount, and the purpose and shall be submitted electronically to RCOoA on form A1: Narrative Justification for Budget Revisions for approval.
 - e. A Budget and/or proposed budget shall be submitted to RCOoA any time as indicated and requested by RCOoA.
 - f. The final date to submit budget revision requests for the current fiscal year is **March 15** unless otherwise specified by RCOoA.

B. 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 Agreement were executed after that determination was made, it is understood between the parties that this Agreement may have been written before ascertaining, the availability of State and/or federal funds.
2. This 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 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 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 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 Agreement to reflect, any restrictions, limitations, or conditions as directed by the California Department of Aging.

C. One-Time-Only (OTO) Funds:

1. Only a SERVICE PROVIDER with an existing Agreement with RCOoA, funded by the same funding source as OTO funds, is eligible to receive OTO funds. OTO funds are non-transferable between funding sources and must only be used in the program to which it was allocated.
2. Title IIIs and Title VII Programs may use One-Time-Only funds for the following purposes:
 - a. The purchase of equipment to enhance 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, 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 may be used to maintain or increase baseline services, with RCOoA approval. However, programs funded with OTO funds shall not expect OTO funding beyond the current fiscal year in which OTO funds are awarded.
3. Nutrition Services Incentive Program (NSIP) are One-Time-Only funds used to purchase food ONLY in the Senior Nutrition Programs.

D. Matching Requirements & Contributions:

1. Matching means the cash 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 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. Nonmatching contributions includes, local funding which do not qualify and/or may not be budgeted as such. (e.g., Title V, Title XX, overmatch, etc.)
8. 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%).
9. 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.

10. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
11. Matching contributions generated in excess of the minimum required are considered overmatch.
12. Program overmatch from Title III-B, III-C, or III-D cannot be used to meet the program match requirement for III-E;
13. Title III-E programs have no State funds.
14. No minimum program matching contribution is required for the Health Insurance Counseling Advocacy Program (HICAP).
15. Minimum match requirements are subject to change at any time, to which RCOoA will send an electronic notification and an Amendment, as appropriate.

E. Program Income:

1. "Program income" is revenue generated by the Service Provider for delivered services. "Program income" includes:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds, or funds provided under this Agreement;
 - c. Royalties received on patents and copyrights from Agreement-supported activities;
 - d. Proceeds from the sale of items attained under an Agreement including the sale of RCOoA property and equipment; and,
 - e. Interest earned on funds awarded by RCOoA, except for the HICAP Program.
2. Program Income must be reported and expended under the same program from which it is generated. Program Income must be used to pay for current allowable costs of that program in the same fiscal year 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 Agreement funds (except as noted in 4) and may reduce the total amount of 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 Agreement budget, the excess amount may be deferred for use in the first quarter of the following 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.

F. Expenditure of Funds:

- 1) The SERVICE PROVIDER shall expend and justify all funds received, as described in Attachment C-SERVICE PROVIDER Budget Detail.
- 2) Any reimbursement for authorized travel (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:
 - a) Mileage: <http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
 - b) Per Diem (meals and incidentals): <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
 - c) Lodging: <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>
- 3) This does not limit 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 may be reimbursed unless prior written authorization is obtained from RCOoA. (CCR, Title 2 Section 599.615 et. Seq.)
- 4) RCOoA reserves the right to refuse payment to the SERVICE PROVIDER or disallow costs for any expenditure, which may include, but may not be limited to; Out of compliance with this Agreement's terms and conditions, unrelated or

inappropriate to Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

G. Accountability of Funds:

The SERVICE PROVIDER shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from other records 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.

H. 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 Agreement, RCOoA has the option to either:
 - a. Terminate the Agreement; or
 - b. Offer a Contract Amendment to reflect the reduced funding for this Agreement.
- 2) In the event that RCOoA elects to offer a Contract Amendment, RCOoA reserves the right to determine (1) which Agreements, if any, under this program shall be reduced and (2) some Agreements may be reduced by a greater amount than others, and (3) the amount that any and/or all of the 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 identified in the Exhibit A-Scope of Work or if spending pattern indicates 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 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.

I. Increase of Funds:

RCOoA may increase the amount of awarded funding, if additional RCOoA funding becomes available. The SERVICE PROVIDER may be required to increase the service objectives as identified in the Exhibit A-Scope(s) of Service(s) to qualify for additional funding. Any such increase in funding may not be subject to a competitive process and will be processed through an Amendment to the Agreement.

J. Supplanting Funds:

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

K. 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).

L. Interest Earned:

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:

1. The SERVICE PROVIDER receives less than \$120,000 in federal awards per year.
2. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
3. 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.

M. Indirect Costs:

1. The maximum allowable reimbursement for indirect costs is eight percent (8%) of direct costs (excluding in-kind contributions and nonexpendable equipment). Indirect costs exceeding the 8% 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.

N. Financial Management Systems:

1. SERVICE PROVIDER shall meet the reporting standards for its financial management systems, as stipulated in 45 CFR, or Section 74.21 (non-profits):
 - a. Financial Reporting
 - b. Accounting Records
 - c. Internal Control
 - d. Budgetary Control
 - e. Allowable Costs
 - f. Source Documentation
 - g. Cash Management
2. 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.

O. Unexpended Funds:

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

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 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 Agreement amount.
2. 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.
3. If, the advance payment has not been fully satisfied at the time of the final Monthly Financial Report, or upon completion or termination of this Agreement, SERVICE PROVIDER agrees to pay the balance to RCOoA upon demand.

B. Monthly Reimbursement Payments:

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

C. Accruals:

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

ATTACHMENT "C"



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
 Contractor Budget: Program Resources
 Fiscal Year 2016-2017

Input Term (i.e. 3 Months, Amendment)

Original:
 Revision:
 OTO:

Contractor: SMC Procure/Comfort Keepers
 Program and Service: Personel Care/Homemaker
 Vendor #:

Date: 06/02/2016

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
11	Federal & State		19,075	
12	Federal & State OTO			
13	Other Award (IFS *)			
14	Other Award (IFS *)			
15	Other Award (IFS *)			
16	Total RCOoA Award Amounts		19,075	
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	Total Program Income (May not be used for match)			
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 *)			
28	Total Match Cash		1,900	ERROR
29	Match Third-Party In-Kind:			
30	Volunteer Services			
31	Donated Materials / Space			
32	Other Match Third-Party In-Kind (IFS *)			
33	Other Match Third-Party In-Kind (IFS *)			
34	Total Match Thrd-Party In-Kind		0	OK
36	Total Program Resources		20,975	ERROR

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	2,119	1,900
Minimum Required Match	Title IIIE	25%	6,358	1,900

* IFS = Include Funding Source

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

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

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

ATTACHMENT "C"



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2016-2017

Input Term (i.e. 3 Months, Amendment)

Original:
Revision:
OTO:

Contractor: SMC Procure/Comfort Keepers
Program and Service: Personel Care/Homemaker
Vendor #:

Date: 06/02/2016

Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
11 Total Salaries / Wages	75,000				75,000
12 Payroll Taxes	9,000				9,000
13 Workers' Compensation	0				0
14 Other Benefits	2,000				2,000
15 Total Paid Personnel	86,000	0	0		86,000
16 Third-Party In-Kind Personnel	24,000				24,000
17 Total Personnel	110,000	0	0	0	110,000
18 Travel & Training *	2,000				2,000
Equipment					
20 Expendable Equipment (unit cost of < \$500)					0
21 Non-Expendable Equipment (unit cost ≥ \$500)					0
22 Total Equipment	0	0	0	0	0
23 Catered Food					0
24 Raw Food					0
25 Consultants *					0
Other Direct Expenses					
27 Building Rent and Utilities	7,800				
28 Lease / Rent *					0
29 Utilities *					0
30 Office Expense *	1,000				1,000
31 Vehicle Operations and Maintenance *					0
32 Outside Services *					0
33 Accounting *	24,000				24,000
34 Audit * **					0
35 Volunteer Expense *					0
36 Insurance *					0
37 Subcontracted Direct Service Costs *					0
38 Miscellaneous *	9,000				9,000
39 Total Other Direct Expenses	34,000	0	0	0	34,000
40 Indirect Costs (Maximum 9% of Total) *					0
41 Total Program Costs	146,000	0	0	0	146,000

ERROR
OK
ERROR
OK
ERROR

* Requires explanation

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

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

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

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



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2016-2017

ATTACHMENT "C" RIVERSIDE COUNTY OFFICE ON AGING



Original:
 Revision:
 OTO:

Input Term (i.e. 3 Months, Amendment)

Contractor: SMC Procure/Comfort Keepers
 Program and Service: Personal Care/Homemaker
 Vendor #:

Date: 06/02/2016

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training *	18	2,000	auto travel and comfort keepers new hire training
Consultants *	25	0	
Lease / Rent *	28	0	
Utilities *	29	0	
Office Expense *	30	1,000	telephone
Vehicle Operations and Maintenance *	31	0	
Outside Services *	32	0	
Accounting *	33	24,000	CPA to manage accounting services
Audit * **	34	0	
Volunteer Expense *	35	0	
Insurance *	36	0	
Subcontracted Direct Service Costs *	37	0	
Miscellaneous *	38	9,000	rent,office supplies,home assessments



Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2016-2017

ATTACHMENT "C"

RIVERSIDE COUNTY OFFICE ON AGING



Original:
 Revision:
 OTO:

Input Term (i.e. 3 Months, Amendment)

Contractor:
 Program and Service:
 Vendor #:

SMC Procure/Comfort Keepers
 Personnel Care/Homemaker

Date: 06/02/2016

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Scott Aceto	50.00	31.00	52	80,600	
2	Office Staff	50.00	15.00	52	39,000	
3				52	0	
4				52	0	
5				52	0	
6				52	0	
7				52	0	
8				52	0	
9				52	0	
10				52	0	
11				52	0	
12				52	0	
13				52	0	
14				52	0	
15				52	0	
16				52	0	
17				52	0	
18				52	0	
19				52	0	
20				52	0	
Total Salaries / Wages: Section A					119,600	
Total Salaries / Wages: Section B					0	See detail in Section B
Total Salaries / Wages: Section C					0	See detail in Section C
TOTAL SALARIES / WAGES					119,600	
Total Payroll Taxes						
Total Workers' Compensation						
Total Other Benefits						
TOTAL EMPLOYEE BENEFITS					0	
TOTAL PAID PERSONNEL					119,600	



ATTACHMENT "C"

RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
 Contractor Budget: In-Kind Personnel

Original:
 Revision:
 OTO:

Input Term (i.e. 3 Months, Amendment)

Fiscal Year 2016-2017
 Contractor:
 Program and Service:
 Vendor #:

SMC Procure/Comfort Keepers
 Personnel Care/Homemaker

Date: 06/02/2016

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

#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Comfort Keepers San Diego/Accounting and Phones			52	2,000	
2				52	0	
3				52	0	
4				52	0	
5				52	0	
6				52	0	
7				52	0	
8				52	0	
9				52	0	
10				52	0	
11				52	0	
12				52	0	
13				52	0	
14				52	0	
15				52	0	
16				52	0	
17				52	0	
18				52	0	
19				52	0	
20				52	0	
21				52	0	
22				52	0	
23				52	0	
24				52	0	
25				52	0	
	Third-Party In-Kind Personnel: Section A				2,000	
	Third-Party In-Kind Personnel: Section B				0	See detail in Section B
	Third-Party In-Kind Personnel: Section C				0	See detail in Section C

EXHIBIT D- INSURANCE

- A. Without limiting or diminishing the SERVICE PROVIDER'S obligation to indemnify or hold the COUNTY harmless, SERVICE PROVIDER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
1. Workers' Compensation:
If the SERVICE PROVIDER has employees as defined by the State of California, the SERVICE PROVIDER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.
 2. Commercial General Liability
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SERVICE PROVIDER'S performance of its obligations hereunder. Policy shall name COUNTY as Certificate Holder and as an Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
 3. Vehicle Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, the SERVICE PROVIDER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If SERVICE PROVIDER or subcontractor are using vehicle with passenger seating capacity of 7 or more the insurance limits shall not be less than 5,000,000. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
Policy shall name the COUNTY as Certificate holder and as Additional Insured.
 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.
7. Professional Liability (Ombudsman Services & Legal Services ONLY)
SERVICE PROVIDER shall maintain Professional Liability Insurance providing coverage for the SERVICE PROVIDER's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SERVICE PROVIDER's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SERVICE PROVIDER shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement, or 3) demonstrate through Certificates of Insurance that SERVICE PROVIDER has Maintained continuous coverage with the same or original insurer. Coverage provided under item; 1), 2), or 3) will continue as long as the law allows.

B. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AMBEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The SERVICE PROVIDER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, SERVICE PROVIDER's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. SERVICE PROVIDER shall cause SERVICE PROVIDER'S insurance carrier(s) to furnish the County of Riverside with either:
 - a. A properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein, and
 - b. If requested to do so orally or in writing by the County Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If SERVICE PROVIDER insurance carrier(s) policies does not meet the minimum notice requirement found herein, SERVICE PROVIDER shall cause*

SERVICE PROVIDER'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance, including copies of endorsements and/or policies, including all endorsements and attachments there to evidencing coverages set forth herein, and the insurance required herein is in full force and effect. *SERVICE PROVIDER shall not commence operation until the COUNTY has been furnished with Certificate(s) of Insurance and copies of endorsements and if requested, copies of policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
5. It is understood and agreed to by the parties hereto that the SERVICE PROVIDER's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insures retention's or self-insured programs shall not be construed as contributory.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or , the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgement, the amount or type of insurance carried by the SERVICE PROVIDER has become inadequate.
7. SERVICE PROVIDER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. SERVICE PROVIDER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim from the performance of this Agreement.

**Riverside County Office on Aging
Standard Agreement
OOA 2016-17**

1. This Agreement is entered into between the County of Riverside

OFFICE ON AGING
and
Sodexo America, LLC

2. This Agreement period of performance is:

July 1, 2016 to June 30, 2017 and may be renewed annually for up to three (3) years.

3. The maximum obligation awarded to the Service Provider through this Agreement is: \$1,109,153.00

One-million, one-hundred nine thousand, one hundred fifty-three even dollars

4. The parties agree to comply with the obligations as defined in the following documents, which are by this reference incorporated into the Agreement for services:

- Authorized Signatory Form
- Agreement Terms and Conditions
- Exhibit A: Scope of Work
Attachment 1 to Exhibit A: Service Objectives
- Exhibit B: Service Provider Budget Allocations
- Exhibit C: Service Provider Budget Detail
Attachment 1 to Exhibit C: Budget and Reimbursement Provisions
- Exhibit D: Insurance Requirements
- Exhibit E: Focal Points

ATTEST:
KECIA HARPER-IHEM, Clerk
By Kullbackton
DEPUTY

IN WITNESS WHEREOF, this Agreement for services has been executed by an authorized agent of each party.

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

JUL 12 2016 3-27



RIVERSIDE COUNTY OFFICE ON AGING

SERVICE PROVIDER AGREEMENT

Fiscal Year 2016-17

July 1, 2016 to June 30, 2017

Please print four (4) Agreement documents, review and approve by signing 4 original signature pages.
Please return 4 original signature pages and one (1) Agreement document, along with the approving Board of Director's meeting minutes or similar.

Please obtain insurance documents (Exhibit D) and return all documents by June 5, 2016 to our office:

Riverside County Office on Aging
Attn: CONTRACTS AND SERVICES OFFICE
6296 River Crest Drive, Suite K
Riverside, CA 92507

If you have any questions or concerns, please contact office at:
(951) 867-3800- Main
(951) 867-3858-Contracts & Services Officer

Monday thru Friday: 8:00AM to 5:00PM

FY 2016-17 Schedule of Important Dates

Services Begin	July 1
Monthly Financial & Service Reports due	5 th business day of every month
Program budget revisions (Year End Projection) due	March 15
Services End	June 30
Fiscal Year Closeout Report due	July 10
Financial Audit due	90 days after June 30

AUTHORIZED SIGNATORY FORM:

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

Agreement/Amendments/Fiscal Year Closeout Report

Name: _____ Title: _____

Signature: _____

Phone: _____ E-mail address: _____

Mailing Address(if different): _____

Fiscal Documentation, Monthly Reimbursement Reports, Audits

Name: _____ Title: _____

Signature: _____

Phone: _____ E-mail address: _____

Mailing Address(if different): _____

Program Services, Program Reports

Name: _____ Title: _____

Signature: _____

Phone: _____ E-mail address: _____

Mailing Address(if different): _____

In the event of an emergency, RCOoA may contact SERVICE PROVIDER Board Chairperson:

Name: _____

Phone #: _____

Mailing: _____

Email: _____

TERMS AND CONDITIONS

TABLE OF CONTENTS

Agreement Term.....Article I

Assurances & Certifications.....Article II

Certifications under Penalty of Perjury

- A. Labor Board Relations
- B. Air or Water Pollution
- C. Nondiscrimination
- D. Drug Free Workplace
- E. Lobbying Certification
- F. Covenant Against Contingent Fees
- G. Debarment, Suspension, Other Matters
- H. Payroll Taxes and Deductions
- I. Child Support Obligations
- J. Conflict of Interest

Definitions.....Article III

Agreement Terms & Conditions.....Article IV

- A. APPROVAL
- B. REVISIONS/MODIFICATIONS
- C. SERVICE PROVISIONS
 - 1. Standards of Work
 - 2. Staff and Volunteers
 - 3. Training and Education
 - 4. Reporting Requirements
 - 5. Fiscal Year Close-out Report
 - 6. Interagency Coordination
 - 7. Grievances
 - 8. Monitoring, Assessment and Evaluation
 - 9. Disaster Plan
- E. DOCUMENTS AND RECORDS
 - 1. General Requirements
 - 2. Record Retention
 - 3. Rights in Data and Materials
 - 4. Copyrights
 - 5. Non-Disclosure, Confidential Data, Records and Systems Security
 - 6. Security Incident Reporting
- F. ACCESS
- G. AUDIT

General Requirements.....Article V

A. PROPERTY/EQUIPMENT

 1. Acquisition, Use, Disposal

 2. Computer requirements

 3. Disposal of Property

 4. Additional Property Requirements

B. FACILITY CONSTRUCTION & REPORT (TITLE III-ONLY)

C. HARMLESS/INDEMNIFICATION

D. SUBCONTRACTOR AGREEMENTS

E. APPEAL/DISPUTE RESOLUTION

F. NOTICES

Termination.....Article VI

Scope of Work.....Exhibit A

Service Objectives.....Attachment 1 to Exhibit A

Budget Allocation Summary.....Exhibit B

Budget & Reimbursement ProvisionsAttachment 1 to Exhibit B

Budget Detail from Service Provider.....Exhibit C

Insurance Requirements.....Exhibit D

Community Focal Points.....Exhibit E

Article I. AGREEMENT TERM

This Agreement for services is valid from **July 1, 2016 through June 30, 2017**, unless extended annually for an additional three (3) fiscal years as stipulated in RFP #OAARC-015. No work shall commence before the Agreement is approved by both parties. Any work performed prior to a fully approved Agreement is considered performed at risk and may not qualify for reimbursement or compensation. SERVICE PROVIDER agrees to comply with all requirements set forth. Reimbursement provisions are included in Attachment 1 to Exhibit B.

Article II. ASSURANCES AND CERTIFICATIONS

CERTIFICATIONS UNDER PENALTY OF PERJURY:

A. LABOR BOARD RELATIONS:

By signing this Agreement, SERVICE PROVIDER swears under penalty of perjury, that no more than one 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 ordered SERVICE PROVIDER to comply with an order of the National Labor Relations Board.

B. AIR OR WATER POLLUTION VIOLATION:

By signing this 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. Determined to be in violation of provisions of federal law relating to air or water pollution.

C. NON-DISCRIMINATION:

1. 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 ANY program or activity for which the Service Provider receives federal financial assistance.
2. The SERVICE PROVIDER assures 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.).
3. Unless exempted, SERVICE PROVIDER assures 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 Regulations, which prohibits discrimination of recipients of state financial assistance 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); and,
4. Unless specifically exempted, SERVICE PROVIDER assures 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.

5. SERVICE PROVIDER 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, marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave.
6. Benefits may not be denied to any individual who refuses to provide information with respect to citizenship or alien status unless such information is required by statute to determine eligibility for the benefit.
7. 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.

D. DRUG-FREE WORKPLACE CERTIFICATION:

SERVICE PROVIDER hereby certifies compliance with Government Code Section 8355-8357 in matters relating to providing a drug-free workplace and will:

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

E. LOBBYING CERTIFICATION:

SERVICE PROVIDER certifies, to the best of his/her knowledge and belief, that:

1. 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.
2. If any funds other than federal funds have been paid, are 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.
3. 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.

F. COVENANT AGAINST CONTINGENT FEES

SERVICE PROVIDER warrants that no person or selling agency has been or was employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

G. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The SERVICE PROVIDER certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or is involuntarily excluded from covered transactions by any federal department or agency;
 - b. 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.
 - c. 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 of this certification.
 - d. 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
 - e. Where the recipient of Federal/State assistance funds is unable to certify to any of the statements in this certification, SERVICE PROVIDER will attach an explanation to this contract.
2. Immediately report to RCOoA in writing any incidents of alleged fraud and/or abuse by either SERVICE PROVIDER or subcontractor. Maintain any and all records, documentation, and other evidence of fraud and abuse until otherwise notified. Cooperate with authorities and RCOoA in any investigation.

H. 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.

I. CHILD SUPPORT OBLIGATIONS:

The SERVICE PROVIDER acknowledges and follows the Child Support Compliance Act as follows:

1. 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
2. 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.

J. 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 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.
3. 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.

Article III. DEFINITIONS

- A. "Administrative" and "Administration" means the make-up of the organization/company who is awarded a contract with RCOoA, through the competitive bidding process and is referred to as SERVICE PROVIDER herein. The make-up of the organization/company includes, but not limited to, the; business licensure, Internal Revenue Services (IRS) status, Board of Directors and hierarchy organization, internal control policies/procedures/processes for all aspects of the SERVICE PROVIDER.
- B. "Agreement" means this Service Provider Agreement and all contents; Authorized Signatory Form, Awarded Proposal for #OAARC-015-Senior Services: 2016-2020, Terms and Conditions, Exhibit A- Scope of Work, Exhibit B-Budget Summary, Exhibit C-Program Budget, including Attachment A to Exhibit C-Budget & Reimbursement and Exhibit D-Insurance and any amendments and renewals thereto
- C. "Budget" means the allowable and reimbursable costs which are necessary to deliver the service as identified in the awarded cost proposal and in Exhibit C-Budget and Payment. Budget details include salaries, direct and indirect costs identified in line item details and administrative costs. Exhibit C provides the funding, budget, and payment provisions.
- D. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- E. Eligible Service Target Population for Title III B, C-1, & C-2, D services means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals with Limited English Proficiency and older individuals residing in rural areas. Also means individuals with Severe Disability(ies) that are chronic mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more major life activities.
- F. Eligible Service Target Population for Title III E means an adult family member or another individual, who is an informal provider of in-home and community care to another individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. Also means a Grandparent (or step-grandparent) or older individual who is a relative caregiver, over the age of 55, caring for a relative child who either lives with, is the primary caregiver or has a legal relationship with the child.
- G. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- H. "OAA" means Older Americans Act.