



# RIVERSIDE COUNTY OFFICE ON AGING



## EXHIBIT B.I Service Provider Budget Allocation Summary

FY2017/2018

July 1, 2017 to June 30, 2018

Mizell Senior Center in Palm Springs, CA

Funding Source Project/Grant	Funded Program	Service Unit Reporting Description	CFDA #	Number of Units	Unit Rate	Total Funding Federal	Total Funding State	RCOoA Maximum Obligation
OA60751FY18	Title IIIC1: Congregate Nutrition	1 Meal Served	93.045	43,794	\$5.75	\$251,814		\$251,814
OA60451FY18	Title IIIC2: Home-Delivered Nutrition	1 Meal Served	93.045	93,000	\$5.90	\$548,700		\$548,700
				136,794				
						RCOoA Maximum Obligation		\$800,514
						FY 2016/17 TOTAL ALLOCATION		\$800,514

# Exhibit C.1 - Congregate Meal Budget Detail



## RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2017-2018

July 1, 2017 - June 30, 2018

Original: ☒

Revision: ☐

OTO: ☐

Contractor:

Mizell Senior Center

Date: 07/06/2017

Program and Service:

Title IIIC1 Congregate Meals

Vendor #:

8275

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
RCOOA Award Amounts:			
11 Federal & State	Riverside County OOA	251,814	
12 Federal & State OTO			
13 Other Award (IFS *)			
14 Other Award (IFS *)			
15 Other Award (IFS *)			
16 <b>Total RCOOA Award Amounts</b>		<b>251,814</b>	OK
17 Program Income (May not be used for match):			
18 Donations from Program Participants		50,000	
19 Other Program Income (IFS *)		688	
20 Other Program Income (IFS *)			
21 <b>Total Program Income (May not be used for match)</b>		<b>50,688</b>	OK
22 Match Cash (From non-Federal sources):			
23 Donations NOT from Program Participants			
24 Fundraising Events		11,000	
25 Proceeds from Sale of Property / Equipment			
26 Service Fees Income (Non-RCOOA units)		14,000	
27 Other Match Cash (IFS *)			
28 <b>Total Match Cash</b>		<b>25,000</b>	OK
29 Match Third-Party In-Kind:			
30 Volunteer Services		24,024	
31 Donated Materials / Space			
32 Other Match Third-Party In-Kind (IFS *)			
33 Other Match Third-Party In-Kind (IFS *)			
34 <b>Total Match Third-Party In-Kind</b>		<b>24,024</b>	OK
36 <b>Total Program Resources</b>		<b>351,526</b>	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	27,979	49,024
Minimum Required Match	Title IIIE	25%	83,938	49,024

\* 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.



# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging  
Contractor Budget: Program Costs  
Fiscal Year 2017 - 2018

July 1, 2017 - June 30, 2018

Original: ☒  
Revision: ☐  
OTO: ☐

Contractor:  
Program and Service:  
Vendor #:

Mizell Senior Center  
Title IIIC1 Congregate Meals  
8275

Date: 07/06/2017

Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
11 Total Salaries / Wages	160,790	10,000	5,500		145,290
12 Payroll Taxes	13,500	3,000	500		10,000
13 Workers' Compensation	6,500	500	500		5,500
14 Other Benefits	7,800	3,000	1,500		3,300
15 Total Paid Personnel	188,590	16,500	8,000		164,090
16 Third-Party In-Kind Personnel	24,024			24,024	0
17 <b>Total Personnel</b>	<b>212,614</b>	<b>16,500</b>	<b>8,000</b>	<b>24,024</b>	<b>164,090</b>
18 <b>Travel &amp; Training *</b>	<b>500</b>				<b>500</b>
19 Equipment					
20 Expendable Equipment (unit cost of < \$500)	500				500
21 Non-Expendable Equipment (unit cost ≥ \$500)	740		500		240
22 <b>Total Equipment</b>	<b>1,240</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,240</b>
23 <b>Catered Food</b>					<b>0</b>
24 <b>Raw Food</b>	<b>109,000</b>	<b>25,000</b>	<b>12,000</b>		<b>72,000</b>
25 <b>Consultants *</b>	<b>1,000</b>	<b>500</b>			<b>500</b>
26 Other Direct Expenses					
27 Building Rent and Utilities					
28 Lease / Rent *	2,500				2,500
29 Utilities *	3,000	1,000			2,000
30 Office Expense *	822				822
31 Vehicle Operations and Maintenance *	4,500	2,000			2,500
32 Outside Services *					0
33 Accounting *					0
34 Audit * **	1,000	500			500
35 Volunteer Expense *	1,000	688			312
36 Insurance *	1,350	1,000			350
37 Subcontracted Direct Service Costs *					0
38 Miscellaneous *	13,000	3,500	5,000		4,500
39 <b>Total Other Direct Expenses</b>	<b>27,172</b>	<b>8,688</b>	<b>5,000</b>	<b>0</b>	<b>13,484</b>
40 <b>Indirect Costs (Maximum 9% of Total) *</b>					<b>0</b>
41 <b>Total Program Costs</b>	<b>351,526</b>	<b>50,688</b>	<b>25,000</b>	<b>24,024</b>	<b>251,814</b>

OK

OK

OK

OK

OK

\* Requires explanation

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

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

Program Costs cell D41 must equal Program Resources cell G36.

Program Costs cell E41 must equal Program Resources cell G21.

Program Costs cell F41 must equal Program Resources cell G28.

Program Costs cell H41 must equal Program Resources cell G34.

Program Costs cell I41 must equal Program Resources cell G16.

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



Riverside County Office on Aging  
Contractor Budget: Explanations  
Fiscal Year 2017 - 2018

*Exhibit C.1- Budget Detail*  
**RIVERSIDE COUNTY  
OFFICE ON AGING**



Original: ☒  
Revision: ☐  
OTO: ☐

Date:

Contractor:  
Program and Service:  
Vendor #:

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training *	18	500	Training for food safety and handling for staff and volunteers.
Consultants *	25	500	Required Nutritionist Consultant
Lease / Rent *	28	2,500	Allocated Expenses to space for Program based upon square footage.
Utilities *	29	2,000	Allocated Expenses to Program based upon analysis of utility bills.
Office Expense *	30	822	Office supplies, paper, pens, print cartridges, photocopying, etc
Vehicle Operations and Maintenance *	31	2,500	Expenses related to delivery of congregate meals to various sites.
Outside Services *	32	0	
Accounting *	33	0	
Audit * **	34	500	Audit is required because of total amount of Federal funds.
Volunteer Expense *	35	312	Volunteer support and appreciation.
Insurance *	36	350	Insurance allocated to the program based upon building square footage.
Subcontracted Direct Service Costs *	37	0	



Miscellaneous *	38	4,500	Program supplies, packing, kitchen supplies
Indirect Costs (Maximum 9% of Total) *	40	0	

Exhibit C-1-



# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging  
Contractor Budget: Paid Personnel  
Fiscal Year 2017 - 2018

Original: ☒  
Revision: ☐  
OTO: ☐

July 1, 2017 - June 30, 2018

Contractor:  
Program and Service:  
Vendor #:

Mizell Senior Center  
Title IIIC1 Congregate Meals  
8275

Date: 07/06/2017

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Executive Chef / Program Director	13.00	23.61	52	15,960	
2	Sous Chef	13.00	15.50	52	10,478	
3	Cook I	13.00	14.00	52	9,464	
4	Cook II	13.00	13.50	52	9,126	
5	Director of Nutrition & Operational Services	13.00	21.00	52	14,196	
6	Outreach Coordinator	13.00	14.50	52	9,802	
7	Outreach / Meal Delivery	13.00	11.50	52	7,774	
8	Kitchen Assistant I	13.00	13.00	52	8,788	
9	Kitchen Assistant I	13.00	12.50	52	8,450	
10	Kitchen Assistant I	13.00	11.50	52	7,774	
11	Kitchen Assistant II	13.00	11.00	52	7,436	
12	Kitchen Assistant II	12.00	11.00	52	6,864	
13	Program Administrative Assistant	5.00	17.00	52	4,420	
14	Congregate Meal Delivery Driver	25.00	11.00	52	14,300	
16	Director of Finance	10.00	23.92	52	12,438	
17	Program Administrative Assistant	20.00	13.00	52	13,520	
18				52	0	
19				52	0	
20				52	0	
21				52	0	
Total Salaries / Wages: Section A					160,790	
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					160,790	
Total Payroll Taxes					14,000	
Total Workers' Compensation					6,500	
Total Other Benefits					10,000	
TOTAL EMPLOYEE BENEFITS					30,500	

**ATTACHMENT "C"**

Riverside County Office on Aging  
Contractor Budget: Paid Personnel  
Fiscal Year 2017 - 2018

Original: ☒  
Revision: ☐  
OTO: ☐

July 1, 2017 - June 30, 2018

Contractor:  
Program and Service:  
Vendor #:

Mizell Senior Center  
Title IIIC1 Congregate Meals  
8275

Date: 07/06/2017

TOTAL PAID PERSONNEL				191,290	
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Exhibit C.1



# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging  
Contractor Budget: In-Kind Personnel  
Fiscal Year 2017 - 2018

Original: ☒  
Revision: ☐  
OTO: ☐

July 1, 2017 - June 30, 2018

Contractor:  
Program and Service:  
Vendor #:

Mizell Senior Center  
Title IIIC1 Congregate Meals  
8275

Date: 07/06/2017

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Kitchen and Serving Volunteers	42.00	11.00	52	24,024	
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					24,024	
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 C-1.

Riverside County Office on Aging  
Contractor Budget: In-Kind Personnel  
Fiscal Year 2017 - 2018

Original: ☒  
Revision: ☐  
OTO: ☐

Contractor:  
Program and Service:  
Vendor #:

July 1, 2017 - June 30, 2018

Date: 07/06/2017

Mizell Senior Center  
Title IIIC1 Congregate Meals  
8275

TOTAL THIRD-PARTY IN-KIND PERSONNEL				24,024	
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# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2017-2018

July 1, 2017 - June 30, 2018

Original: ☒

Revision: ☐

OTO: ☐

Contractor:

Mizell Senior Center

Program and Service:

Title IIIC2 - Home Delivered Meals

Vendor #:

8275

Date: 06/06/2017

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
RCOOA Award Amounts:			
11 Federal & State	RCOOA	548,700	
12 Federal & State OTO			
13 Other Award (IFS *)			
14 Other Award (IFS *)			
15 Other Award (IFS *)			
16 <b>Total RCOOA Award Amounts</b>		<b>548,700</b>	OK
17 Program Income (May not be used for match):			
18 Donations from Program Participants		55,000	
19 Other Program Income (IFS *)			
20 Other Program Income (IFS *)			
21 <b>Total Program Income (May not be used for match)</b>		<b>55,000</b>	OK
22 Match Cash (From non-Federal sources):			
23 Donations NOT from Program Participants		50,000	
24 Fundraising Events and Foundation Grants		150,000	
25 Proceeds from Sale of Property / Equipment			
26 Service Fees Income (Non-RCOOA units)			
27 Other Match Cash (IFS *)			
28 <b>Total Match Cash</b>		<b>200,000</b>	OK
29 Match Third-Party In-Kind:			
30 Volunteer Services		12,584	
31 Donated Materials / Space			
32 Other Match Third-Party In-Kind (IFS *)			
33 Other Match Third-Party In-Kind (IFS *)			
34 <b>Total Match Third-Party In-Kind</b>		<b>12,584</b>	OK
36 <b>Total Program Resources</b>		<b>816,284</b>	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	60,967	212,584
Minimum Required Match	Title IIIE	25%	182,900	212,584

\* 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.



# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging  
Contractor Budget: Program Costs  
Fiscal Year 2017-2018

July 1, 2017 through June 30, 2018

Original: ☒  
Revision: ☐  
OTO: ☐

Contractor:  
Program and Service:  
Vendor #:

Mizell Senior Center  
Title IIIC2 - Home Delivered Meals  
8275

Date: 06/06/2017

Budget Line Items	Total Cost	Program Inc	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
11 Total Salaries / Wages	396,118	25,000	39,000		332,118
12 Payroll Taxes	34,000	5,000	4,500		24,500
13 Workers' Compensation	24,000	2,500	4,500		17,000
14 Other Benefits	26,200	0	7,000		19,200
15 Total Paid Personnel	480,318	32,500	54,000		392,818
16 Third-Party In-Kind Personnel	12,584			12,584	0
17 <b>Total Personnel</b>	<b>492,902</b>	<b>30,000</b>	<b>54,000</b>	<b>12,584</b>	<b>396,318</b>
18 <b>Travel &amp; Training *</b>	<b>1,000</b>	<b>500</b>	<b>500</b>		<b>0</b>
19 Equipment					
20 Expendable Equipment (unit cost of < \$500)	782		500		282
21 Non-Expendable Equipment (unit cost ≥ \$500)	0				0
22 <b>Total Equipment</b>	<b>782</b>	<b>0</b>	<b>500</b>	<b>0</b>	<b>282</b>
23 <b>Catered Food</b>	<b>25,000</b>	<b>1,500</b>	<b>21,000</b>		<b>2,500</b>
24 <b>Raw Food</b>	<b>200,000</b>	<b>7,000</b>	<b>70,000</b>		<b>123,000</b>
25 <b>Consultants *</b>	<b>2,500</b>	<b>1,000</b>	<b>500</b>		<b>1,000</b>
26 Other Direct Expenses					
27 Building Rent and Utilities					
28 Lease / Rent *	5,500	1,500	4,000		0
29 Utilities *	13,000	2,500	3,500		7,000
30 Office Expense *	3,000	1,000	1,000		1,000
31 Vehicle Operations and Maintenance *	34,000	3,000	20,000		11,000
32 Outside Services *					0
33 Accounting *					0
34 Audit * **	2,000	1,000	500		500
35 Volunteer Expense *	1,000		500		500
36 Insurance *	7,500	3,000	2,000		2,500
37 Subcontracted Direct Service Costs *					0
38 Miscellaneous *	28,100	3,000	22,000		3,100
39 <b>Total Other Direct Expenses</b>	<b>94,100</b>	<b>15,000</b>	<b>53,500</b>	<b>0</b>	<b>25,600</b>
40 <b>Indirect Costs (Maximum 9% of Total) *</b>					<b>0</b>
41 <b>Total Program Costs</b>	<b>816,284</b>	<b>55,000</b>	<b>200,000</b>	<b>12,584</b>	<b>548,700</b>

OK OK OK OK OK

\* Requires explanation

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

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

Program Costs cell D41 must equal Program Resources cell G36.

Program Costs cell E41 must equal Program Resources cell G21.

Program Costs cell F41 must equal Program Resources cell G28.

Program Costs cell H41 must equal Program Resources cell G34.

Program Costs cell I41 must equal Program Resources cell G16.

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



# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging  
Contractor Budget: Explanations  
Fiscal Year 2017-2018

July 1, 2017 - June 30, 2018

Original: ☒  
Revision: ☐  
OTO: ☐

Contractor:  
Program and Service:  
Vendor #:

Mizell Senior Center  
Title IIIC2 - Home Delivered Meals  
8275

Date: 06/06/2017

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training *	18	0	Training required for staff and volunteers for food safety, work safety, emergency procedures, proper sanitary practices.
Consultants *	25	1,000	Required Nutritionist for the program.
Lease / Rent *	28	0	Space allocated for the program based upon total building square footage.
Utilities *	29	7,000	Utilities and Telephone allocated to the program based upon analysis of the utility bills.
Office Expense *	30	1,000	Office supplies, printing supplies, paper, files, etc.
Vehicle Operations and Maintenance *	31	11,000	Vehicle maintenance, and fuel required for delivery of meals.
Outside Services *	32	0	
Accounting *	33	0	
Audit * **	34	500	Audit is required due to amount of Federal funds.
Volunteer Expense *	35	500	Volunteer Training and support
Insurance *	36	2,500	Vehicle insurance, license and fees.
Subcontracted Direct Service Costs *	37	0	



Exhibit C-2

Miscellaneous *	38	3,100	Meal packaging materials for delivery and kitchen supplies.
Indirect Costs (Maximum 9% of Total) *	40	0	



Riverside County Office on Aging  
Contractor Budget: Paid Personnel  
Fiscal Year 2017-2018

# RIVERSIDE COUNTY OFFICE ON AGING



Original: ☒  
Revision: ☐  
OTO: ☐

July 1, 2016 - June 30, 2017

Contractor:  
Program and Service:  
Vendor #:

Mizell Senior Center  
Title IIIC2 - Home Delivered Meals  
8275

Date: 06/06/2017

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Executive Chef / Program Director	27.00	23.61	52	33,148	
2	Sous Chef	27.00	15.50	52	21,762	
3	Cook I	27.00	14.00	52	19,656	
4	Cook II	27.00	13.50	52	18,954	
5	Director of Nutrition & Operational Services	27.00	21.00	52	29,484	
6	Outreach Coordinator	27.00	14.50	52	20,358	
7	Outreach/Relief Driver	27.00	11.50	52	16,146	
8	Kitchen Assistant I	27.00	13.00	52	18,252	
9	Kitchen Assistant I	27.00	12.50	52	17,550	
10	Kitchen Assistant I	27.00	11.50	52	16,146	
11	Kitchen Assistant II	27.00	11.00	52	15,444	
12	Kitchen Assistant II	20.00	11.00	52	11,440	
13	Driver 1	35.00	11.00	52	20,020	
14	Driver 2	35.00	11.00	52	20,020	
15	Driver 3	35.00	11.00	52	20,020	
16	Driver 4	35.00	11.00	52	20,020	
17	Driver 5	35.00	11.00	52	20,020	
18	Driver 6	35.00	11.00	52	20,020	
19	Driver 7	10.00	11.00	52	5,720	
20						
Total Salaries / Wages: Section A					364,180	
Total Salaries / Wages: Section B					31,938	See detail in Section B
Total Salaries / Wages: Section C					0	See detail in Section C
TOTAL SALARIES / WAGES					396,118	
Total Payroll Taxes					37,000	
Total Workers' Compensation					24,000	
Total Other Benefits					26,250	
TOTAL EMPLOYEE BENEFITS					87,250	
TOTAL PAID PERSONNEL					483,368	

Riverside County Office on Aging  
 Contractor Budget: Paid Personnel  
 Fiscal Year 2017-2018

July 1, 2016 - June 30, 2017

Original: ☒  
 Revision: ☐  
 OTO: ☐

Contractor:  
 Program and Service:  
 Vendor #:

Mizell Senior Center  
 Title IIIC2 - Home Delivered Meals  
 8275

Date: 06/06/2017

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
21						
22	Nutrition Program Assistant	10.00	11.50	52	5,980	
	Program Administrative Assistant II	20.00	13.00	52	13,520	
23	Director of Finance	10.00	23.92	52	12,438	
24						
25				52	0	
26				52	0	
27				52	0	
28				52	0	
29				52	0	
30				52	0	
31				52	0	
32				52	0	
33				52	0	
34				52	0	
35				52	0	
36				52	0	
37				52	0	
38				52	0	
39				52	0	
40				52	0	
				52	0	
	Total Salaries / Wages: Section B				31,938	



# RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging  
Contractor Budget: In-Kind Personnel  
Fiscal Year 2017-2018

Original: ☒  
Revision: ☐  
OTO: ☐

2016 -2017 Contract Year

Contractor:  
Program and Service:  
Vendor #:

Mizell Senior Center  
Title IIIC2 Home-Delivered Meals  
8275

Date: 06/06/2017

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Kitchen and Packaging Volunteers	22.00	11.00	52	12,584	
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	
24				52	0	
25				52	0	
Third-Party In-Kind Personnel: Section A					12,584	
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
TOTAL THIRD-PARTY IN-KIND PERSONNEL					12,584	

## 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.

# **EXHIBIT "E"** **COMMUNITY FOCAL POINTS LIST**

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



# **EXHIBIT "E"** **COMMUNITY FOCAL POINTS LIST**

<b>Designated Community Focal Point</b>	<b>Address</b>
La Quinta Senior Center	78-450 Avenida La Fonda La Quinta, CA 92247
La Sierra Senior Center	5215 La Sierra Riverside, CA 92505
Lake Elsinore Activity Center	420 East Lakeshore Drive Lake Elsinore, CA 92530
Marion Ashley Community Center	25625 Briggs Road Menifee, CA 92585
Mary Phillips Senior Center	41845 Sixth Street Temecula, CA 92590
Mead Valley Community Center	21091 Rider Street Perris, CA 92570
Mizell Senior Center	480 South Sunrise Way Palm Springs, CA 92262
Moreno Valley Senior Center	25075 Fir Avenue Moreno Valley, CA 92553
Murrieta Senior Center	41717 Juniper Street Murrieta, CA 92562
Norco Senior Center	2690 Clark Avenue PO Box 428 Norco, CA 92860
Norton Younglove Community Center	459 West Center Street Riverside, CA 92507
Norton Younglove Community Center	908 Park Street PO Box 1190 Calimesa, CA 92320
Perris Senior Center	100 North "D" Street Perris, CA 92570
Riverside-San Bernardino County Indian Health	11555 ½ Potrero Road Banning, CA 92220
Ruth H. Lewis Community Center at Reid Park	701 North Orange Street Riverside, CA 92501
San Jacinto Community Center	625 South Pico Avenue San Jacinto, CA 92583
Stratton Community Center at Bordwell Park	2008 Martin Luther King Boulevard Riverside, CA 92507
The Center	611 S. Palm Canyon Drive, Suite 201 Palm Springs, CA 92262
Ysamel Villegas Community Center	3091 Esperanza Street Riverside, CA 92503

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Riverside County Office on Aging  
Standard Agreement  
OOA 2017-18

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

OFFICE ON AGING

and

RIVERSIDE SAN BERNARDINO COUNTY INDIAN HEALTH, INC.

2. This Agreement period of performance is:

July 1, 2017 to June 30, 2018 and may be renewed annually for up to two (2) years.

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

\$73,061

Seventy-Three Thousand, Sixty-One Dollars Even

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 Service

Exhibit B: Fiscal Provisions

Exhibit B.I: Service Provider Budget Allocation Summary

Exhibit C.I: Service Provider Budget Detail (C1)

Exhibit C.II: Service Provider Budget Detail (C2)

Exhibit D: Insurance

Exhibit E: Community Focal Points

ATTEST:

KECIA HARPER-IHEM, Clerk

By

DEPUTY

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

**SERVICE PROVIDER**

Riverside San Bernardino County Indian Health, Inc.

Date Signed:

7/12/17

BY:

Bill THOMSEN for Jess Montoya  
Printed Name: C.O.O. CEO

Title:

Address:

11980 Mt. Vernon Avenue  
Grand Terrace, CA 92313

**COUNTY OF RIVERSIDE**

Office on Aging

Date Signed:

JUL 25 2017

BY:

Printed Name:

JOHN TAVAGLIONE

Title:

CHAIRMAN, BOARD OF SUPERVISORS

Address:

6296 River Crest Drive, Suite K  
Riverside, CA 92507

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

JUL 25 2017

3.42

### FY 2017/18 Schedule of Important Dates

REQUIREMENT	DUE DATE*
Services Begin	July 1
Monthly Request for Reimbursement (Invoice) & Service Reports (Technical Assistance available from Fiscal & Contracts Division)	Monthly, within 5 business days following the last service day each month. Please send courtesy email to Contracts Division if claim or report will be late.
Program Budget Revision requests and Year End Budget Projections	March 15
Equipment Inventory of all items purchased or partially purchased with agreement funds	September 30 (Format from RCOoA)
Services End	June 30
Fiscal Year Closeout Report	July 10 (Program budget revision & Year End Projections should be close to the actual budget for close out report)
Financial Audit (Independent audit to review for compliance to agreement terms)	Within 90 days after June 30

**\*\* DUE DATE SUBJECT TO CHANGE WITH PROPER NOTIFICATION.**

**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): \_\_\_\_\_

Who is the designated Disaster Coordinator in the Event of a Disaster?

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing: \_\_\_\_\_

Email: \_\_\_\_\_

## **TERMS AND CONDITIONS**

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## **Article I. AGREEMENT TERM**

This Agreement for services is valid from **July 1, 2017 through June 30, 2018**, and may be renewed annually for an additional two (2) fiscal years as stipulated in RFP #OAARC-017. No work shall commence before this Agreement has approval of 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.

## **Article II. ASSURANCES & CERTIFICATIONS**

### **UNDER PENALTY OF PERJURY SERVICE PROVIDER CERTIFIES TO:**

#### **A. LAW, POLICY, LICENSE(S) AND CERTIFICATE(S):**

Administer this Agreement and require any subcontractors to comply with all applicable local, State and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. Service provider shall keep in effect all licenses, permits, notices, and certificates that are required by law.

SERVICE PROVIDER and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

#### **B. LABOR BOARD RELATIONS:**

No more than one, final un-appealable finding of contempt of court by a federal court issued against SERVICE PROVIDER within the immediate 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.

#### **C. NONDISCRIMINATION:**

The SERVICE PROVIDER shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is incorporated by this reference. In addition, the SERVICE PROVIDER shall comply with the following:

##### **1. Equal Access to Federally-Funded Benefits, Programs and Activities**

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

##### **2. Equal Access to State-Funded Benefits, Programs and Activities**

The SERVICE PROVIDER shall, unless exempted, ensure compliance with the requirements of CA Gov. Code §11135 et seq., and 2CCR§11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability.<sup>1</sup>

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<sup>1</sup> [22 CCR § 98323]

3. California (CA) Civil Rights Laws

SERVICE PROVIDER shall ensure compliance with the requirements of CA Public Contract Code §2010 by submitting a completed CA Civil Rights Laws Certification prior to execution of this Agreement. The certificate is available from the Contracts Division of RCOoA.

The CA Civil Rights Laws Certification ensures SERVICE PROVIDER compliances with the Unruh Civil Rights Act<sup>2</sup> and the Fair Employment and Housing Act<sup>3</sup>, and SERVICE PROVIDER policies are not used in violation of CA Civil Rights Laws.

4. The SERVICE PROVIDER assures RCOoA compliance 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 the ADA.<sup>4</sup>

**D. DRUG-FREE WORKPLACE:**

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 organization's drug-free policy statement; and
  - b. Will agree to abide by the terms of the organization's statement as a condition of employment on the project or Award.

**E. LOBBYING:**

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of SERVICE PROVIDER, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; 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

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<sup>2</sup> [CA Civ. Code § 51]

<sup>3</sup> [CA. Gov. Code § 12960]

<sup>4</sup> [42 USC 12101 et seq.]

- 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; and
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. Breach or violation of this warranty, RCOoA has the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**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.
  - 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 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 as required by law.

**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 officers, agents or employees have family, business, or other ties, as 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 other applicants on a merit basis.
3. RCOoA reserves the right to disallow a request for reimbursement to pay the 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.

**K. SAME-SEX MARRIAGE:**

Recognize any same-sex marriage legally entered into in a United States jurisdiction that recognizes same-sex marriage, whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. This does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Policies and procedures must be reviewed and revised as needed that interpret or apply statutory or regulatory references to such terms as "marriage", "spouse", "family", "household member", or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services (HHS) statutes, regulation, or policy transmittals interpreted to include same-sex spouses and marriages legally entered into as described herein.

**L. WHISTLEBLOWER PROTECTIONS:**

Adhere to 48CFR3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections", of the National Defense Authorization Act (NDAA) for Fiscal Year 2013<sup>5</sup> and applies to this Agreement.

**M. AIR OR WATER POLLUTION:**

By signing this Agreement, 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. Found to be in violation of any provision of federal law relating to air or water pollution.

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<sup>5</sup> [Pub.L.112-239, enacted January 2, 2013]

### **Article III. DEFINITIONS**

- A.** "AAA" means the Area Agency on Aging awarded funds under an Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under an Agreement.
- B.** "Administrative" and "Administration" means the general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not specifically listed under one of the subcategories of "facilities".
- C.** "Area Plan" means Riverside County Office on Aging's 2016-2020 Area Plan, titled "The Changing Face of Aging" of Goals, Objectives and Service Unit Projections and annual Plan updates. The Area Plan is implemented upon review and approval by the Riverside County Advisory Council on Aging, received and filed by the Riverside County Board of Supervisors and approval by the California Department of Aging.
- D.** "Agreement" means the Service Provider contract and all contents incorporated; Authorized Signatory Form, Awarded Proposal for #OAARC-017 - Senior Services 2017-2020, Terms and Conditions, Exhibit A - Scope of Service, Exhibit B - Fiscal Provisions; Exhibit B-1 - Service Provider Allocation Summary; Exhibit C - Service Provider Budget Detail; Exhibit D - Insurance Provisions; and Exhibit E - Community Focal Points (as applicable) and any amendments and renewals that may be issued.
- E.** "Budget" means the allowable and reimbursable costs which are necessary and allowable to deliver the service as required and identified in the awarded cost proposal and in Exhibit C - Service Provider Budget Detail. Budget details include: salaries and benefits, direct service delivery costs and administrative costs, not to exceed 10%. Exhibit B - Fiscal Provisions are the fiscal requirements for funding, budget, and payment. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- F.** "Cal.Gov. Code" means California Government Code.
- G.** "CA Pub. Con. Code" means California Public Contract Code.
- H.** "CCR" means California Code of Regulations.
- I.** "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- J.** "Confidential Information" and "Individual Identifying Information" and "personal identifying information" means a person's personal information that is to remain private and 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, such as a finger or voice, print or a photograph picture.
- K.** "Contract Monitoring" means the review of service provider records, documents and processes to ensure compliance with appropriate laws and regulations. SERVICE PROVIDER will monitor subcontractors using the same requirements.
- L.** "Elder Abuse" means the physical, mental, financial mistreatment, such as neglect and/or exploitation of any individual who is sixty (60) years in age or older.

- M.** "HHS" means United States Department of Health and Human Services.
- N.** "Indirect Costs" means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved.
- O.** "Individual with a Disability" means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990, who is not less than age 18 and not more than age 59.<sup>6</sup>
- P.** "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.)
- Q.** "LEP" means Limited English Proficiency.
- R.** "Matching Contributions", means local cash and/or in-kind contributions made by the provider or other local resource that qualifies as match for the contract funding.
- S.** "Non-Matching Contributions" means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g. federal funds, overmatch, etc.)
- T.** "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- U.** "OAA" means Older Americans Act.
- V.** "'OTO" means One-Time-Only funding which is unexpended funds from the previous contract period or recovered from a fiscal audit determination and are a supplemental funding that must be spent or encumbered by June 30. These federal funds allocated by the Administration on Aging to CDA, who distributes these funds to the Area Agencies on Aging.
- W.** "Program Income" is revenue generated from activities funded through this Agreement. Money collected may be from: 1) voluntary contributions from service recipients or another party; 2) income from the rental fee of real or personal property acquired with funds provided under this Agreement or other grant funds; 3) royalties received on patents and copyrights from contract supported activities; and, 4) proceeds from the sale of items purchased under a CDA Contract.
- X.** "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., The CA Retail Food Code, CDA Program Memoranda, and RCOoA guidance.
- Y.** "Protected Health Information" means the health information of an individual including medical diagnosis, treatment or prescriptions, assessment and counseling. In addition, client-attorney privilege is also confidential.
- Z.** "PSA 21" means the state's designated Program Service Area of Riverside County.

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<sup>6</sup> [42USC12102, OAA§372(a)(2)]

- AA.** "RCOoA", "AAA" and "PSA 21" means Riverside County Office on Aging, designated by the California Department on Aging as the Area Agency on Aging for Planning and Service Area #21 in Riverside County.
- BB.** "Service Provider" means the legal entity that submitted a proposal to provide specific services to the target population on behalf of the RCOoA and awarded an Agreement through the 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.
- CC.** "Service Recipient", also referred as client, consumer, participant, eligible individual; means an individual who is receiving federally funded Title IIIB, IIIC, IIIE services through funding allocated to the State and further allocate to Riverside County, who distributes the funding to a SERVICE PROVIDER through this Agreement.
- DD.** "Services" means Titles IIIB, IIIC (C1&C2), IIIE, Title VII, Ombudsman and Health Insurance Counseling and Advocacy Program federally and/or State mandated and funded activities targeting the eligible population. Activities and services include: Personal Care, Homemaker Services, Adult Day Care, Respite (day care, In-home, overnight), Legal Advice, Transportation, Senior Center Activities, Nutrition Services (Congregate & Home-Delivered), and Family Caregiver Support Program Services (FCSP). The FCSP categories are: Information Services, Access Assistance, Support Services Respite Care and Supplemental Services. Specific service requirements are described in Exhibit A: Scope of Service.
- EE.** "Subcontractor Agreement" means a written contractual arrangement between SERVICE PROVIDER and Subcontractor to carry out a portion of the services and is supported with funding from this Agreement. Subcontractor arrangements shall include the same requirements as SERVICE PROVIDER, but SERVICE PROVIDER may not delegate authority for responsibility of complying with these requirements.
- FF.** "USC" means United States Code.
- GG.** "Vendor" means an entity providing goods or services to the SERVICE PROVIDER or subcontractor during the SERVICE PROVIDER'S performance of the Agreement.
- HH.** "WIC" means California's Welfare and Institutions Code.

## **Article IV. AGREEMENT TERMS & CONDITIONS**

In accordance with Riverside County Ordinance 459, Purchasing Policies and Procedures, which includes the federal and State requirements for the 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-017 - Senior Services, Proposal submitted, Background, Program/Financial Evaluation, and Award, as facilitated 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.
5. The Area Plan, as approved, includes the service objectives to be met by service provider.

### **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 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.
4. Any Area Plan update that alters any service objective may affect the delivery of service.

### **C. SERVICE PROVISIONS:**

#### **1. Standards of Work:**

The SERVICE PROVIDER shall perform services in accordance with applicable federal regulations, State laws and the four-year Area Plan and annual updates of the Plan's Goals, Objectives, and Service Unit Plan, incorporated into this Agreement by this reference, as specified in the Articles of this Agreement, by acceptable professional standards and as described in the awarded proposal. The ultimate goal is to allow the eligible service population capable of self-care, secure and maintain maximum independence and dignity in a home environment, with appropriate services. The requirements and service provisions are in Exhibit A - Scope of Service, the funding allocation summary and financial requirements are Exhibit B - Fiscal Provisions, Exhibit B.I - SERVICE PROVIDER Budget Allocation Summary, and Exhibit C - SERVICE PROVIDER Budget Detail.

SERVICE PROVIDER shall maintain an organization that has ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including confidentiality data reporting requirements. Services shall be invoiced as provided using the appropriate Project Grant code. Project Grant codes are found in Exhibit



B and are within the line item budget detail. Requests for reimbursement shall be submitted by the fifth day of the month after the service month end, with the appropriate backup documentation and report of service units as entered in to the RCOoA database. Adequate proportions shall be met for priority services as required.<sup>7</sup> As appropriate, SERVICE PROVIDER shall secure the opportunity for the eligible service population to receive in-home managed care services.

2. Staff and Volunteers:

- a. Maintain adequate staff, as required by governing requirements, to fulfill the service provision(s).
- 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 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, volunteers, and subcontractors are mandated reporters and must know how to identify Elder Abuse and report any suspected incident of Elder Abuse.
- e. Staff, volunteers and subcontractor time, in hours, spent providing service(s) and service related activities are to be documented and reported as required and requested.
- f. Record(s) for each staff and/or volunteer shall contain proof of staff and volunteers mandated requirements as needed by the service(s) requirements and shall be maintained and retained by SERVICE PROVIDER.

3. Training and Education:

- a. Training and Education is required and will 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 and delivering appropriate services.
- b. Within thirty (30) days of beginning services and annually thereafter, all staff, including volunteers, subcontractors, and vendors who handle confidential, sensitive and/or personal identifying information must complete Security Awareness Training. The module is located on CDA's website, [www.aging.ca.gov](http://www.aging.ca.gov). The SERVICE PROVIDER must maintain certificates of completion on file and provide them to RCOoA upon request.
- 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, is included in the Exhibit A - Scope of Service.
- e. Training provided as an individual or group basis is acceptable. 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 be provided by RCOoA, or developed by SERVICE PROVIDER and approved by RCOoA.

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<sup>7</sup> [OAA§306(a)(2); 22CCR7312]

- b. Forms used by SERVICE PROVIDER will be current, by periodically reviewing the contents for completeness, accuracy and relevancy of the information 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. Suspected Elder Abuse must be reported to Adult Protective Services and documentation of such will be maintained.
  - d. Complete reports and back-up documentation submitted will be accurate, complete and timely, as required and requested. Incomplete or illegible forms will be returned to the SERVICE PROVIDER to complete or make legible and will be resubmitted as instructed.
  - e. The Monthly Financial Report of Expenditures/Request for Funds and invoice, along with other service and performance reports shall be submitted to RCOoA by the 5<sup>th</sup> 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. Reports will be submitted monthly, quarterly, or annually, as required or requested.
  - f. Additional reporting requirements, specific to the service being provided, are included in Exhibit A – Scope of Service.
  - g. Reports may be submitted electronically or in the requested reporting format.
  - h. SERVICE PROVIDER shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
  - i. Failure to comply with Program and/or Fiscal reporting requirements will exclude SERVICE PROVIDER from eligibility to receive One-Time-Only funding.
5. Interagency Coordination:  
In support of the Area Agency on Aging, PSA 21, approved Area Plan, 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.
6. 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) Timeframes 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 RCOoA; and
    - 4) Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law will be stated. The minimum necessary information, relevant to the issue, while protecting the identity of the grievant, 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 forms, in the primary languages of service participants who communicate in another language, will be provided.
- d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the SERVICE PROVIDER area of expertise or authority. The number to RCOoA may also be provided.

7. Monitoring, Assessment and Evaluation:

SERVICE PROVIDER shall develop, implement and maintain policies and procedures for internal processes to achieve service delivery goals. SERVICE PROVIDER will conduct internal monitoring and evaluation of service delivery. This may include customer surveys to seek external input into the development of such processes 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, council/advisory group, questionnaires, interviews or electronic surveys. Suggestions to revise or modify program service and/or methods of service, resulting from views/opinions and/or internal monitoring evaluation is to be documented and may require approval of the State. 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.

c. Monitoring by RCOoA:

- 1) RCOoA will conduct a review of the use of federal and State funds through reports, site visits, regular contact, or other means to assure the funds are being administered in compliance with the federal and State awards and with laws, regulations and the provisions of the Agreement and to evaluate the performance goals are being achieved;
- 2) Program and fiscal monitoring will occur every one or two years, as required by regulation; and
- 3) Any deficiencies identified will require timely action, but no longer than 30 days, to correct deficiencies detected through monitoring and on-site review<sup>8</sup>.

8. Disaster Plan:

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.rcaaging.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/](https://www.aging.ca.gov/ProgramsProviders/AAA/Disaster_Preparedness/). The plan should be reviewed annually, revised as needed, and available for review.

**D. DOCUMENTS & RECORDS:**

1. General Requirements:

- a. SERVICE PROVIDER shall maintain complete records that shall include, but not be limited to, accounting

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<sup>8</sup> [CFR75.352]

records, contracts, agreements, a reconciliation of the "Fiscal Year-End Close Out Report", financial statements, single audit report, general ledgers, and a summary worksheet identifying the results of performing an audit resolution of any subcontractor, in accordance with the audit requirements. Records include Letters of Agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient/client records, and electronic files of activities and expenditures hereunder in a form satisfactory to RCOoA.

- b. Documents and records will be developed, and utilized as required to deliver of services. This Agreement will be made available for review, inspection, monitoring and/or audit during normal business hours, during and/or after the Agreement ends.
- c. Documents and records, including confidential 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.
- d. All records containing confidential information will be handled in a confidential manner, in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article.
- e. A procedure to process requests for documents, records, confidential information or other information shall be developed and maintained. The process should include notification to RCOoA of certain requests received and/or processed.
- f. Records and information requests from RCOoA shall be processed within 10 working days of the request.
- g. SERVICE PROVIDER shall acknowledge federal and State funding from RCOoA when explaining resources verbally or in writing, in materials such as, brochures and press releases.
- h. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
- i. 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<sup>9</sup>, 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. Fiscal Year-End Close-out Report:

- a. Annually by July 10, a Fiscal Year End Close-out Report covering July 1 to June 30 will be completed,

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<sup>9</sup> [2CFR200.302][45CFR75.302]

- signed by an Authorized Signatory and submitted to fiscal.
- b. The Fiscal Year End Close-out Report format will be provided by RCOoA and includes: an accounting report of actual accruals for any unpaid obligations; program expenditures and revenues; and, any corrections or adjustments necessary to reconcile the amount paid by RCOoA to SERVICE PROVIDER with the amount the SERVICE PROVIDER paid throughout this time period to balance the general ledger.
  - c. Adjustments for prepaid expenses for the following fiscal year will be partially credited to the fiscal year in review and charged to the current fiscal year, if services continue, such as insurance premiums.
4. 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 RCOoA. Consent shall be given or denied after the written request is received by 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 Program materials (or product) is federally and State 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."
5. Copyrights:
- a. The program 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.
6. Non-Disclosure of Confidential Data, Records and Systems Security:
- The SERVICE PROVIDER, and its subcontractors and vendors, shall adhere to the following:
- a. Shall have in place operational policies and procedures and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual § 5300 to 5365.3, Cal. Gov. Code §11019.9, DGS Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets, Statewide Health Information Policy Manual. Information Assets may be in hard copy or electronic format and may include, but is not limited to:
    - 1) Reports
    - 2) Notes

- 3) Forms
  - 4) Computers, laptops, cellphones, printers, scanners
  - 5) Networks (LAN, WAN, WIFI) servers, switches, routers
  - 6) Storage media, hard drives, flash drives, cloud storage
  - 7) Data, applications, databases
- b. 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 encrypted and requiring login procedures when accessing computer systems.
  - c. Confidential, sensitive, personal identifying information and Protected Health Information may not be used for any purpose other than carrying out the service obligations under this Agreement.
  - d. A Confidentiality Statement will be signed to confirm understanding and ensuring all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable federal and State laws, regulations and State and county policies.
  - e. Protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
  - f. Shall not use confidential, sensitive, and/or personal identifying information for any purpose other than carrying out the SERVICE PROVIDER obligations under this Agreement and are authorized to disclose and access identifying information for this purpose as required.
  - g. Shall not, except as otherwise specifically authorized by the service recipient in writing 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 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.
  - h. Agree 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.
7. Security Incident Reporting:
- A security incident occurs when confidential information is, or reasonably believed to be, accessed, modified, compromised, destroyed, or disclosed without proper authorization or is lost/stolen. SERVICE PROVIDER, and/or its subcontractors and vendors must report all security incidents to RCOoA immediately upon detection. A Security Incident Report form must be submitted to RCOoA within three (3) business days from the date the incident was detected. Notification of the security breach will be sent to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
- a. SERVICE PROVIDER, and its subcontractors and vendors, must comply with CDA's security incident reporting procedure, which can be accessed via RCOoA's website at [rcaging.org](http://rcaging.org).

**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. SERVICE PROVIDER will 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<sup>10</sup>.

**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 controls 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 submitted to RCOoA within 90 days after the end of the fiscal year. Should SERVICE PROVIDER not be able to submit this audit within 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

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<sup>10</sup> GC 8546.7 et seq.



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 that confirm all data contained in Monthly Performance and Monthly Financial Reports (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 and 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) RCOoA Tag Number (or other identifier)
    - 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. 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 CDA 248: 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 SERVICE PROVIDER'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.
3. Computer Requirements:
- SERVICE PROVIDER must have at least one computer and one back-up, with sufficient space, size, internet connection and login capability to meet Agreement reporting requirements.
- a. Encryption of Portable Computing Devices  
SERVICE PROVIDER, and its subcontractors and vendors, are required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
  - b. Software Maintenance  
SERVICE PROVIDER, and its subcontractors and vendors, shall apply security patches and upgrades in a timely manner and keep anti-virus software up-to-date on all systems on which State data may be stored or accessed.
  - c. Electronic Backups  
SERVICE PROVIDER, and its subcontractors and vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business and shall ensure that all data, files and backup files are encrypted.
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. Any loss, damage, or theft of equipment shall be investigated, fully documented and the SERVICE PROVIDER shall notify RCOoA within twenty-four (24) hours, by telephone, followed by written report 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 2 CFR 200.330, Subpart D – Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination of if a subcontractor and/or vendor relationship exists. If such relationship exists, SERVICE PROVIDER shall follow the procurement requirements in the applicable regulation 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 or conflict between the Articles, attachments, or provisions of 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 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 SERVICE**

July 1, 2017 through June 30, 2018

**RIVERSIDE SAN BERNARDINO COUNTIES**  
**INDIAN HEALTH SERVICES, INC.**

**TITLE IIIC-1 & C-2**  
**ELDERLY NUTRITION PROGRAM**

**I. SCOPE OF SERVICES & GOALS:**

- A. Services will be provided as described in the awarded proposal, in response to the Request for Proposals #RCOAA-017, and as described herein.
- B. Service Provider will coordinate, refer, and provide program services, as appropriate, with other senior services providers in the community, i.e., transportation, housing, health providers, churches, civic groups, etc.;
- C. 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 or refer appropriate 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](http://www.rcaging.org) or by contacting RCOoA.
- D. The guidelines for nutrition services are found in the State of California Code of Regulations, Title 22, Division 1.8, Chapter 4.(1), Article 5. The Elderly Nutrition Program is governed by federal guidelines, State laws and regulations, and by California Department on Aging (CDA) Program Memos issued.
- E. The goals of the Elderly Nutrition Program are to maintain or improve the physical, psychological, and social well-being of older individuals, by providing or securing appropriate nutrition services. The objectives are to:
  - 1. Each meal provided must contain one-third (1/3) of the current Recommended Dietary Allowances (RDAs), is safe and of good quality.
  - 2. Promote and maintain high food safety and sanitation standards.
  - 3. Promote good health behaviors through a nutrition screening of participants and nutrition education.
  - 4. Promote and/or maintain coordination with other nutrition-related supportive services.
  - 5. Promote socialization among the target population through this setting.
- F. 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.
- G. 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).

- H. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
- I. Refer, as appropriate, the eligible target population to receive managed in-home and long-term care services as required under OAA, Section 301(a)(2)(D).
- J. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
- K. 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.

## II. **TARGET POPULATION:**

### A. **Service Area:**

Congregate and Home Delivered Nutrition Services will be provided in Service Areas (SAs) as follows:

- SA5: Murrieta/Temecula/Wildomar; includes; Aguanga, Anza, French Valley, Lake Riverside
- SA6: Banning/Beaumont/Calimesa; Cabazon, Cherry Valley
- SA7: Hemet/San Jacinto; East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista
- SA8: Desert Hot Springs/Palm Springs/Cathedral City; Desert Edge, Garnet, Sky Valley, Thousand Palms, Whitewater
- SA9: Rancho Mirage/Palm Desert/Indian Wells; Desert Palms

Congregate meal site locations and home delivered meal preparation sites are further identified in Section V. Service Objectives. This section also includes the number of units expected of SERVICE PROVIDER to meet the expectations identified in the Agency Area Plan.

### B. **Eligibility requirements for the Elderly Nutrition Program:**

- 1. Congregate Meal Eligibility:
  - a. Any person sixty (60) years of age or older; or
  - b. The spouse of any person sixty (60) years of age or older; or
  - c. A disabled person as defined in Older Americans Act (OAA) Sec. 102 (8) (9) under age sixty (60) who resides in housing facilities occupied primarily by older persons at which congregate nutrition services are provided; or
  - d. A disabled individual who resides at home and accompanies an older individual eligible under the OAA.
  - e. Preference is given to older individuals who are in the greatest economic or social need with particular attention to low income minority individuals.
- 2. Home Delivered Meal Eligibility:
  - a. Any person sixty (60) years of age or older AND who is frail and homebound by reason of illness, disability, or isolation.
  - b. A spouse of an eligible person, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
  - c. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

- d. Priority shall be given to older individuals.

### **III. SERVICE REQUIREMENTS:**

#### **A. Congregate and Home Delivered Meals:**

1. Provide a hot or otherwise appropriate meal five (5) or more days a week and any additional meals which the SERVICE PROVIDER may elect to provide. Offering this service less than five (5) days per week is discouraged and will require approval of the RCOoA.
2. Meal must provide a minimum of one-third of the current Dietary Reference Intakes by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences as specified in Section 7638.5.
3. Develop a menu that meets the requirements on a monthly basis. Distribute the menu to the service participants before the beginning of the month the menu begins. The approved menu shall be submitted to the OoA no later than the 25<sup>th</sup> of each preceding month.
4. SERVICE PROVIDER shall initially assess participant nutritional risk using instruments including, but not limited to, the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. This checklist can be found at [www.rcaging.org](http://www.rcaging.org). Nutrition screening instruments shall be scored and collected from all participants in compliance with requirements in subsection 7636.1(b)(7) of Title 22 Division 1.8.
5. SERVICE PROVIDER shall complete an "intake" for each participant. The Intake forms shall remain on file with SERVICE PROVIDER.
6. An eligible individual who receives a meal shall be given the opportunity to voluntarily contribute anonymously to the cost of the meal. No eligible individual shall be denied participation because of failure or inability to contribute.
7. Provide a minimum of four (4) nutrition education sessions annually to participants. Nutrition education is defined as demonstrations, presentations, lectures, or small group discussions. A registered dietitian shall provide input and approve the content of nutrition education prior to the presentation.
8. Nutrition counseling shall be provided as needed and appropriate; when participant nutritional risk is high or when requested by the participant. Other nutrition services, as appropriate, based on the needs of meal participants will also be provided.
9. Include procedures and methods for obtaining the views of participants about the services received.

#### **B. Congregate Nutrition Services:**

1. SERVICE PROVIDER shall annually assess participant nutritional risk using instruments including, but not limited to, the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. This checklist can be found at [www.rcaging.org](http://www.rcaging.org).
2. Provide the meal in a congregate setting, where seniors may typically gather, including, but not limited to adult day care facilities, community center, and/or senior centers.



**C. Home Delivered Meal:**

1. When necessary, establish a waiting list for home-delivered meals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, will be based on greatest need.
2. SERVICE PROVIDER shall quarterly assess participant nutritional risk using instruments including, but not limited to, the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. This checklist can be found at [www.rcaging.org](http://www.rcaging.org).

**D. Elderly Nutrition Program Management:**

1. A Manager shall conduct the day-to-day management and administrative functions of the program. The Manager shall have the following skills/experience:
  - a. An associate degree in institutional food service management, plus 2 years of experience as a food service supervisor, or,
  - b. Demonstrate experience in food service, and within 12 months of hire successfully complete a minimum of 20 hours specifically related to food service management, business administration, or personnel management, or,
  - c. Two years- experience managing food services.
2. Each SERVICE PROVIDER shall establish and administer the nutrition program with the advice of a registered dietitian (or individuals with comparable expertise.) The registered dietitian shall:
  - a. Participate in developing the nutrition services policies, procedures, and standards.
  - b. Participate in developing and evaluating the AAA Request for Proposal (RFP) concerning nutrition services, as described in Sections 7352 through 7364 of this Title 22 Division 1.8.
  - d. Participate in Area Plan development related to nutrition services, as described in Sections 7300 through 7320 of Title 22 Division 1.8.
  - e. Conduct appropriate meal analysis to ensure each meal provided meets the 1/3 of the Recommended Dietary Allowances (RDAs) and are safe and of good quality. Documentation of analysis must be retained on file and made available for review upon request.
3. Comply with the California Retail Food Code (CRFC) and the local health department regarding safe and sanitary preparation and service of meals.
4. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
5. At a minimum, perform quarterly monitoring of service delivery practices ensuring safe food handling and sanitation practices of food facilities are being followed.
6. Equipment utilized in the delivery of service, may include tables and chairs. These items need to be sturdy and appropriate for older individuals. Tables will be arranged to assure ease of access and encourage socialization.
7. Program data is required to be entered into the RCOoA approved database. Data must be accurate,

verifiable, timely and complete.

**E. Staffing Responsibilities:**

1. All staff and volunteer(s) providing service(s) shall receive a minimum of 4 hours of training annually to perform their assigned responsibilities. The training curriculum content for all staff training complies with subsection 7636.5(c). At a minimum, training shall include the following topics:
  - a. Food safety, prevention of foodborne illness, and Hazard Analysis Critical Control Point (HACCP) principles.
  - b. Accident prevention, instruction on fire safety, first aid, choking, driving, earthquake preparedness, and other emergency procedures.
  - c. Elder Abuse detection and reporting processes.
2. A volunteer under age 60 may be offered a meal if doing so will not deprive an older individual of a meal.

**IV. PROGRAM REQUIREMENTS:**

**A. Nutrition Service Provider Administration:**

1. Nutrition SERVICE PROVIDER shall implement Policies and Procedures to achieve success in the delivery of the Elderly Nutrition Program. The Policies and Procedures shall be reported to RCOoA and include the following:
  - a. Establish outreach activities to encourage participation of eligible older persons. Service Provider will involve eligible participants in the planning and service delivery, as appropriate;
  - b. Provide services to eligible persons in greatest economic or social need and to low income minority individuals;
  - c. Establish the number and frequency of meals to be served;
  - d. Develop and/or maintain coordination with other supportive services;
  - e. Compliance with State and local laws regarding safety and sanitary preparation and service of meals;
  - f. Plan for monitoring progress toward achieving these requirements.
2. SERVICE PROVIDER will be monitored by RCOoA. The monitoring will consist of an on-site review to evaluate the provision and delivery of the Elderly Nutrition Program to ensure compliance with the laws and regulations that govern the Elderly Nutrition Program. **SERVICE OBJECTIVES**

**V. SERVICE OBJECTIVES**

**A. Congregate Meal Program:**

1.	Number of annual units of service	5,234	
2.	Number of new seniors to be served	20	
3.	Meals are provided	5	days a week
4.	Meals are provided	250	days a year
5.	Total number of volunteers	1	
6.	Suggested eligible participant donation	\$3.00	
7.	Non-eligible fee per meal	\$5.00	

8. The following sites are approved Congregate Meal locations.

Site: Morongo Clinic	Site: Pechanga
Address: 11555 1/2 Potrero Rd	Address: 12784 Pechanga Rd
Banning, CA 92220	Temecula, CA 92390
Phone #: 800-732-8805	Phone #: 800-732-8805
Staff person: Chrystal Dhaughtery	Staff person: Ernedt Oyos
Hours of Operation: 6:30am – 1:30pm	Hours of Operation: 6:30am – 1:30pm
Number of meals: 3,393	Number of meals: 1,500
Annual site costs: \$0	Annual site costs: \$300

  

Site: Torrez-Martinez	Site:
Address: 66725 Martinez Rd.	Address:
Thermal, CA 92220	
Phone #: 760-397-0300	Phone #:
Staff person: Arlene	Staff person:
Hours of Operation: 10:00am – 12:30pm	Hours of Operation:
Number of meals: 350	Number of meals:
Annual site costs:	Annual site costs:

**B. Home Delivered Meals Program:**

- Number of annual units of service 10,042
- Number of new seniors to be served \_\_\_\_\_
- Meals are delivered 5 days a week
- Meals are provided for 6 days a week
- Meals are provided 312 days a year
- Total number of volunteers 0
- Suggested eligible participant donation \$3.00

8. Meals for HDM are prepared at the following address, (please include the telephone number, where home delivered meals are prepared.

Site: Morongo	Site: Pechanga
Address: 11555 1/2 Potrero Rd	Address: 12784 Pechanga
Banning, CA 92220	Temecula, CA 92390
Phone #: 800-732-8805	Phone #: 800-732-8805

9. List the routes for each site and number of miles per day for each route.

ROUTE	MILES	ROUTE	MILES
Morongo/Soboba	50		
Morongo/TM	120		
Pechanga/Anza	125		

## EXHIBIT B: FISCAL PROVISIONS

Funding awarded under this Agreement is made available under the applicable provisions of the Older Americans Act and Amendments, Title III and/or Title VII, ACL, Welfare and Institutions Code, Older Californian's Act and by California Department on Aging Agreement appropriations. Funding awarded is summarized in Exhibit B.I and identifies the maximum obligation of each service, the unit of measurement, the associated rate, the amount of expected units to be delivered and associated Project Grant Codes. The funding detail is in Exhibit C and is the projected expenditures necessary to meet the expectations of the contracted service(s). Additional services provided will include a corresponding provider budget detail which will be attached and identified as EXHIBIT C.I, C.II, C.III, and so on.

### **A. BUDGET AND BUDGET REVISION:**

1. EXHIBIT C - SERVICE PROVIDER Budget Detail itemizes the budget appropriation categories, line item descriptions of reimbursable costs and includes unit rates, quantity and totals for each service.
2. The budget detail includes, at a minimum, the following budget appropriations (budget/cost categories) & reimbursable line item descriptions, allowable under this Agreement:
  - a. Salaries and Benefits:
    - i. Staff costs – includes a monthly, weekly, or hourly rate, as appropriate and classification title, along with the percentage of time associated to service & related training
    - ii. Fringe Benefits
  - b. Operating Expenses (Direct costs):
    - i. Office Supplies
    - ii. Contractual (subcontract) costs
    - iii. Rental (specify cost per square foot and total square feet)
    - iv. Equipment necessary to successfully deliver service(s)
    - v. Any travel<sup>1</sup> within California (outside the State of California requires prior approval)
    - vi. A detailed list of other operating expenses
  - c. Administrative Costs (Indirect costs):
    - i. Costs are limited to 10% of the direct service cost, unless provider has an accepted negotiated rate accepted by all Federal awarding agencies<sup>2</sup>
    - ii. Indirect costs shall be associated with an approved indirect cost rate or allocation plan documenting the methodology used to determine indirect costs; and
    - iii. Indirect costs exceeding 10% may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and VII only).
3. Changes to line item amounts within a Cost Category may be made, subject to the following conditions:
  - a. For Titles III-B, C, D, and E the Cost Categories are:
    - i. Personnel Costs
    - ii. Travel/Training
    - iii. Equipment

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<sup>1</sup> Travel in Operating expenses includes: Airfare, Hotel, Meals, Mileage, Rental, incidentals (Staff time will be staff costs).

<sup>2</sup> [2CFR200.212(c)(1),(f)][45CFR75.414(c)(1),(f)]

- iv. Consultants
- v. Other Costs
- vi. Indirect Costs
- b. Title C has two additional Cost Categories:
  - a. Catered Food
  - b. Raw Food
- c. Approval from RCOoA is required before making a change of 20% or greater and is \$1,500 or more in any Budget Category.
- 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 or requested by RCOoA.
- f. The final date to submit budget a revision request 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. SERVICE PROVIDER with a current existing Agreement with RCOoA is eligible to receive OTO funds. OTO funds are distributed amongst providers who already receive funds from the OTO source of funding. OTO funds are non-transferable between funding sources and must only be used in the program to which it was allocated.
2. Title III 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 [45CFR 1321.53(a)(b)].

- d. Baseline services—OTO funds may be used to maintain or increase baseline service, 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 requirement is the cash value of an in-kind contribution and that portion of program and administrative costs funded (cash or in-kind) by the SERVICE PROVIDER from other resources.
2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
3. 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.
4. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
5. 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.
6. Costs contributing to the match requirement incurred by the SERVICE PROVIDER must be verifiable.
7. Matching contributions, cash or in-kind, must be allowable as outlined in the Office of Management and Budget (OMB) cost principles.
8. The required minimum matching contributions for Title III-B, III-C, 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 will be pooled to meet the minimum ten percent (10%) requirement.
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. No minimum program matching contribution is required for the Health Insurance Counseling Advocacy Program (HICAP).
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. 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 from activities funded through this agreement, such as, 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.
  - 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:
- a. For Title III-B, III-C, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs, if Program Income is earned in excess of the amount approved by RCOoA, 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 (October 1 to September 30).
  - b. 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 and may reduce the total amount of Agreement funds payable to the SERVICE PROVIDER.
    - i. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
    - ii. Program Income may not be used to meet the matching requirements of this Agreement.
    - iii. Program Income must be used to expand baseline services.
  - c. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funding received under this Act.

**F. EXPENDITURE OF FUNDS:**

- 1. The SERVICE PROVIDER shall expend and justify all funds received, as described in Exhibit C 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 the California Department of Human Resources 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, as determined by RCOoA to be; 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's (OMB) Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards.<sup>3</sup>

**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 Service 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, allowable 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- Service Provisions and Expectations to qualify for additional funding. Any such increase in funding may not be subject to a competitive process and will be processed as an Amendment to the Agreement.

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<sup>3</sup> [2CFR200][45CFR75]



**J. SUPPLANTING FUNDS:**

RCOoA funds cannot be used to supplant (replace) funds from non-Federal funding sources. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received from RCOoA.

**K. ACKNOWLEDGING 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:**

1. SERVICE PROVIDER may keep interest amounts up to \$500 per fiscal year for administrative expenses<sup>4</sup>. Interest earned on advanced contract funds shall be identified as Program Income on Fiscal budgets.
2. SERVICE PROVIDER must maintain advances of funds in interest bearing accounts, unless either of the following apply:
  - a. The SERVICE PROVIDER receives less than \$120,000 in federal awards per year;
  - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

**M. INDIRECT COSTS:**

1. The maximum allowable reimbursement for indirect costs is ten percent (10%) of direct costs (excluding in-kind contributions and nonexpendable equipment) unless there is an accepted negotiated rate accepted by all Federal awarding agencies.<sup>5</sup> Indirect costs exceeding the 10% 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 2CFR200.302 and 45 CFR 74.21 (non-profits):
  - a. Financial Reporting
  - b. Accounting Records
  - c. Internal Control
  - d. Budgetary Control
  - e. Allowable Costs
  - f. Source Documentation

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<sup>4</sup> [2CFR200.305(b)(9)] [25CFR75.305(b)(9)]

<sup>5</sup> [2cfr200.414(c)(1),(f); 45CFR75.414(c)(1)(f)]

- 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:**

SERVICE PROVIDER will expend all funding for services prior to the end of each fiscal year, June 30. Funds not used or encumbered for use by June 30 each fiscal year, will not be able to be claimed at a later date. All expended funds that have not been encumbered for use by June 30 are returned to the state. 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.

**P. PAYMENT:**

- 1. Advance Payments:
  - a. 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.
  - b. Beginning with the September Monthly Financial Report/Request for Funds (MFR), one-tenth of the advance payment will be deducted each month from amounts due to the SERVICE PROVIDER, until the advance is fully paid.
  - c. 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.
- 2. Monthly Reimbursement Requests and Payments:
  - a. SERVICE PROVIDER will submit a request for reimbursement monthly. The reimbursement request will be in arrears for actual expenses incurred, less any amount applied against the advance, beginning with the July expenditure report.
  - b. 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.
- 3. Accruals:
  - a. Accruals must be reported by SERVICE PROVIDER to RCOoA by June 14 every fiscal year for any outstanding and unpaid obligations made prior to June 30 that will not be paid by June 30. Accruals are expected to be paid with thirty (30) days of the end of the fiscal year.

[illegible]

# EXHIBIT C.I Congregate Meal Budget Detail



## RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2017-2018

July 1, 2017 to June 30, 2018

Original: ☒

Revision: ☐

OTO: ☐

Contractor:

Program and Service:

Vendor #:

Riverside San Bernardino County Indian  
Health, Inc

Title IIIC-1 (Congregate Meals)

25957

Date: 07/01/2017

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT
RCOoA Award Amounts:		
11 Federal & State OA60751FY18		\$ 25,061
12 Federal & State OTO		
13 Other Award (IFS *)		
14 Other Award (IFS *)		
15 Other Award (IFS *)		
16 <b>Total RCOoA Award Amounts</b>		<b>25,061</b>
17 Program Income (May not be used for match):		
18 Donations from Program Participants		
19 Other Program Income (IFS *)		
20 Other Program Income (IFS *)		
21 <b>Total Program Income (May not be used for match)</b>		<b>0</b>
22 Match Cash (From non-Federal sources):		
23 Donations NOT from Program Participants		
24 Fundraising Events		
25 Proceeds from Sale of Property / Equipment		
26 Service Fees Income (Non-RCOoA units)		
27 Other Match Cash (IFS *)		
28 <b>Total Match Cash</b>		<b>0</b>
29 Match Third-Party In-Kind:		
30 Volunteer Services		
31 Donated Materials / Space		
32 Other Match Third-Party In-Kind (IFS *)		
33 Other Match Third-Party In-Kind (IFS *)		
34 <b>Total Match Third-Party In-Kind</b>		<b>0</b>
36 <b>Total Program Resources</b>		<b>25,061</b>

Match Reference	Rate	Minimum	Reported
Minimum Required Match Title IIIB, IIIC	10%	2,785	0
Minimum Required Match Title IIIE	25%	8,354	0

\* IFS = Include Funding Source

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

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

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



# EXHIBIT C.II Home Delivered Meal Budget Detail

## RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2017-2018

July 1, 2017 to June 30, 2018

Original: ☒

Revision: ☐

OTO: ☐

Contractor:

Riverside San Bernardino County Indian

Program and Service:

Title IIIC-2 (Home Delivered Nutrition)

Vendor #:

8275

Date: 07/01/2017

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT
RCOoA Award Amounts:		
11 Federal & State OA60451FY18		536,558
12 Federal & State OTO		
13 Other Award (IFS *)		
14 Other Award (IFS *)		
15 Other Award (IFS *)		
16 <b>Total RCOoA Award Amounts</b>		<b>536,558</b>
17 Program Income (May not be used for match):		
18 Donations from Program Participants		
19 Other Program Income (IFS *)		
20 Other Program Income (IFS *)		
21 <b>Total Program Income (May not be used for match)</b>		<b>0</b>
22 Match Cash (From non-Federal sources):		
23 Donations NOT from Program Participants		
24 Fundraising Events		
25 Proceeds from Sale of Property / Equipment		
26 Service Fees Income (Non-RCOoA units)		
27 Other Match Cash (IFS *)		
28 <b>Total Match Cash</b>		<b>0</b>
29 Match Third-Party In-Kind:		
30 Volunteer Services		
31 Donated Materials / Space		
32 Other Match Third-Party In-Kind (IFS *)		
33 Other Match Third-Party In-Kind (IFS *)		
34 <b>Total Match Third-Party In-Kind</b>		<b>0</b>
36 <b>Total Program Resources</b>		<b>536,558</b>

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	59,618	0
Minimum Required Match	Title IIIE	25%	178,853	0

\* IFS = Include Funding Source

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

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

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

## 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.



**EXHIBIT "E"**  
**COMMUNITY FOCAL POINTS LIST**

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

**EXHIBIT "E"**  
**COMMUNITY FOCAL POINTS LIST**

<b>Designated Community Focal Point</b>	<b>Address</b>
La Quinta Senior Center	78-450 Avenida La Fonda La Quinta, CA 92247
La Sierra Senior Center	5215 La Sierra Riverside, CA 92505
Lake Elsinore Activity Center	420 East Lakeshore Drive Lake Elsinore, CA 92530
Marion Ashley Community Center	25625 Briggs Road Menifee, CA 92585
Mary Phillips Senior Center	41845 Sixth Street Temecula, CA 92590
Mead Valley Community Center	21091 Rider Street Perris, CA 92570
Mizell Senior Center	480 South Sunrise Way Palm Springs, CA 92262
Moreno Valley Senior Center	25075 Fir Avenue Moreno Valley, CA 92553
Murrieta Senior Center	41717 Juniper Street Murrieta, CA 92562
Norco Senior Center	2690 Clark Avenue PO Box 428 Norco, CA 92860
Norton Younglove Community Center	459 West Center Street Riverside, CA 92507
Norton Younglove Community Center	908 Park Street PO Box 1190 Calimesa, CA 92320
Perris Senior Center	100 North "D" Street Perris, CA 92570
Riverside-San Bernardino County Indian Health	11555 ½ Potrero Road Banning, CA 92220
Ruth H. Lewis Community Center at Reid Park	701 North Orange Street Riverside, CA 92501
San Jacinto Community Center	625 South Pico Avenue San Jacinto, CA 92583
Stratton Community Center at Bordwell Park	2008 Martin Luther King Boulevard Riverside, CA 92507
The Center	611 S. Palm Canyon Drive, Suite 201 Palm Springs, CA 92262
Ysamel Villegas Community Center	3091 Esperanza Street Riverside, CA 92503

Riverside County Office on Aging  
Standard Agreement  
OOA 2017-18

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, 2017 to June 30, 2018 and may be renewed annually for up to two (2) years

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

\$1,472,726

One Million, four hundred seventy-two thousand, seven hundred twenty six 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 Service

Exhibit B: Fiscal Provisions

Exhibit B.I: Service Provider Budget Allocation Summary

Exhibit C.I: Congregate Meal Budget Detail (C1)

Exhibit C.II: Home Delivered Meal Budget Detail (C2)

Exhibit D: Insurance

Exhibit E: Community Focal Points

ATTEST:

KECIA HARPER-IHEM, Clerk

By

DEPUTY

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

**SERVICE PROVIDER**

Sodexo America, LLC

Date Signed:

12/12/17

BY:

James King  
JENNIFER KING

Printed Name:

Title: SENIOR V.P.

Address:

283 Cranes Roost Blvd. Suite 260  
Altamonte Springs, FL 32701

**COUNTY OF RIVERSIDE**

Office on Aging

Date Signed:

JUL 25 2017

BY:

John Tavaglione

Printed Name:

**JOHN TAVAGLIONE**

Title: CHAIRMAN, BOARD OF SUPERVISORS

Address:

6296 River Crest Drive, Suite K  
Riverside, CA 92507

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

JUL 25 2017 3:42

### FY 2017/18 Schedule of Important Dates

REQUIREMENT	DUE DATE*
Services Begin	July 1
Monthly Request for Reimbursement (Invoice) & Service Reports (Technical Assistance available from Fiscal & Contracts Division)	Monthly, within 5 business days following the last service day each month. Please send courtesy email to Contracts Division if claim or report will be late.
Program Budget Revision requests and Year End Budget Projections	March 15
Equipment Inventory of all items purchased or partially purchased with agreement funds	September 30 (Format from RCOoA)
Services End	June 30
Fiscal Year Closeout Report	July 10 (Program budget revision & Year End Projections should be close to the actual budget for close out report)
Financial Audit (Independent audit to review for compliance to agreement terms)	Within 90 days after June 30

**\*\* DUE DATE SUBJECT TO CHANGE WITH PROPER NOTIFICATION.**

**AUTHORIZED SIGNATORY FORM:**

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

<b>Agreement/Amendments/Fiscal Year Closeout Report</b>	
Name: <u>Jennifer King</u>	Title: <u>Senior V.P.</u>
Signature: <u>[Signature]</u>	
Phone: <u>994, 392, 2114</u>	E-mail address: <u>jennifer.king@sodexo.com</u>
Mailing Address(if different): _____	
<b>Fiscal Documentation, Monthly Reimbursement Reports, Audits</b>	
Name: <u>Darla Ray</u>	Title: <u>General Manager</u>
Signature: <u>[Signature]</u>	
Phone: <u>951-827-3613</u>	E-mail address: <u>darla.ray@sodexo.com</u>
Mailing Address(if different): <u>1200 University Ave. Riverside, CA 92507</u>	
<b>Program Services, Program Reports</b>	
Name: <u>Darla Ray</u>	Title: <u>General Manager</u>
Signature: <u>[Signature]</u>	
Phone: <u>951-827-3613</u>	E-mail address: <u>darla.ray@sodexo.com</u>
Mailing Address(if different): <u>1200 University Ave. Riverside, CA 92507</u>	
Who is the designated Disaster Coordinator in the Event of a Disaster?	
Name: <u>Darla Ray</u>	Phone #: <u>951-827-3613</u>
In the event of an emergency, RCOoA may contact SERVICE PROVIDER Board Chairperson:	
Name: <u>Rick Nargi</u>	Phone #: <u>714-628-2774</u>
Mailing: <u>571 North Grand St Room 248, Orange, Ca 92867</u>	
Email: <u>rick.nargi@sodexo.com</u>	

**AUTHORIZED SIGNATORY FORM:**

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

<b>Agreement/Amendments/Fiscal Year Closeout Report</b>	
Name: <u>JENNIFER KING</u>	Title: <u>SENIOR V.P.</u>
Signature: <u>[Signature]</u> Phone: <u>994.392.2114</u> E-mail address: <u>jennifer.king@sodexo.com</u> Mailing Address(if different): _____	
<b>Fiscal Documentation, Monthly Reimbursement Reports, Audits</b>	
Name: <u>Darla Ray</u>	Title: <u>General Manager</u>
Signature: <u>[Signature]</u> Phone: <u>951-827-3613</u> E-mail address: <u>darla.ray@sodexo.com</u> Mailing Address(if different): _____	
<b>Program Services, Program Reports</b>	
Name: <u>Darla Ray</u>	Title: <u>General Manager</u>
Signature: <u>[Signature]</u> Phone: <u>951-827-3613</u> E-mail address: <u>darla.ray@sodexo.com</u> Mailing Address(if different): _____	
Who is the designated Disaster Coordinator in the Event of a Disaster?	
Name: _____	Phone #: _____
In the event of an emergency, RCOoA may contact SERVICE PROVIDER Board Chairperson:	
Name: _____	Phone #: _____
Mailing: _____	
Email: _____	

## **TERMS AND CONDITIONS**

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## **Article I. AGREEMENT TERM**

This Agreement for services is valid from **July 1, 2017 through June 30, 2018**, and may be renewed annually for an additional two (2) fiscal years as stipulated in RFP #OAARC-017. No work shall commence before this Agreement has approval of 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.

## **Article II. ASSURANCES & CERTIFICATIONS**

### **UNDER PENALTY OF PERJURY SERVICE PROVIDER CERTIFIES TO:**

#### **A. LAW, POLICY, LICENSE(S) AND CERTIFICATE(S):**

Administer this Agreement and require any subcontractors to comply with all applicable local, State and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. Service provider shall keep in effect all licenses, permits, notices, and certificates that are required by law.

SERVICE PROVIDER and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

#### **B. LABOR BOARD RELATIONS:**

No more than one, final un-appealable finding of contempt of court by a federal court issued against SERVICE PROVIDER within the immediate 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.

#### **C. NONDISCRIMINATION:**

The SERVICE PROVIDER shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is incorporated by this reference. In addition, the SERVICE PROVIDER shall comply with the following:

##### **1. Equal Access to Federally-Funded Benefits, Programs and Activities**

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

##### **2. Equal Access to State-Funded Benefits, Programs and Activities**

The SERVICE PROVIDER shall, unless exempted, ensure compliance with the requirements of CA Gov. Code §11135 et seq., and 2CCR§11140 et seq., which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability.<sup>1</sup>

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<sup>1</sup> [22 CCR § 98323]

3. California (CA) Civil Rights Laws

SERVICE PROVIDER shall ensure compliance with the requirements of CA Public Contract Code §2010 by submitting a completed CA Civil Rights Laws Certification prior to execution of this Agreement. The certificate is available from the Contracts Division of RCOoA.

The CA Civil Rights Laws Certification ensures SERVICE PROVIDER compliances with the Unruh Civil Rights Act<sup>2</sup> and the Fair Employment and Housing Act<sup>3</sup>, and SERVICE PROVIDER policies are not used in violation of CA Civil Rights Laws.

4. The SERVICE PROVIDER assures RCOoA compliance 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 the ADA.<sup>4</sup>

**D. DRUG-FREE WORKPLACE:**

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 organization's drug-free policy statement; and
  - b. Will agree to abide by the terms of the organization's statement as a condition of employment on the project or Award.

**E. LOBBYING:**

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of SERVICE PROVIDER, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; 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

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<sup>2</sup> [CA Civ. Code § 51]

<sup>3</sup> [CA. Gov. Code § 12960]

<sup>4</sup> [42 USC 12101 et seq.]

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; and

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. Breach or violation of this warranty, RCOoA has the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**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.
  - 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 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 as required by law.

**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 officers, agents or employees have family, business, or other ties, as 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 other applicants on a merit basis.
3. RCOoA reserves the right to disallow a request for reimbursement to pay the 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.

**K. SAME-SEX MARRIAGE:**

Recognize any same-sex marriage legally entered into in a United States jurisdiction that recognizes same-sex marriage, whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. This does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Policies and procedures must be reviewed and revised as needed that interpret or apply statutory or regulatory references to such terms as "marriage", "spouse", "family", "household member", or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services (HHS) statutes, regulation, or policy transmittals interpreted to include same-sex spouses and marriages legally entered into as described herein.

**L. WHISTLEBLOWER PROTECTIONS:**

Adhere to 48CFR3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections", of the National Defense Authorization Act (NDAA) for Fiscal Year 2013<sup>5</sup> and applies to this Agreement.

**M. AIR OR WATER POLLUTION:**

By signing this Agreement, 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. Found to be in violation of any provision of federal law relating to air or water pollution.

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<sup>5</sup> [Pub.L.112-239, enacted January 2, 2013]

### **Article III. DEFINITIONS**

- A.** "AAA" means the Area Agency on Aging awarded funds under an Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under an Agreement.
- B.** "Administrative" and "Administration" means the general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not specifically listed under one of the subcategories of "facilities".
- C.** "Area Plan" means Riverside County Office on Aging's 2016-2020 Area Plan, titled "The Changing Face of Aging" of Goals, Objectives and Service Unit Projections and annual Plan updates. The Area Plan is implemented upon review and approval by the Riverside County Advisory Council on Aging, received and filed by the Riverside County Board of Supervisors and approval by the California Department of Aging.
- D.** "Agreement" means the Service Provider contract and all contents incorporated; Authorized Signatory Form, Awarded Proposal for #OAARC-017 - Senior Services 2017-2020, Terms and Conditions, Exhibit A - Scope of Service, Exhibit B - Fiscal Provisions; Exhibit B-1 - Service Provider Allocation Summary; Exhibit C - Service Provider Budget Detail; Exhibit D - Insurance Provisions; and Exhibit E - Community Focal Points (as applicable) and any amendments and renewals that may be issued.
- E.** "Budget" means the allowable and reimbursable costs, which are necessary and allowable to deliver the service as required and identified in the awarded cost proposal and in Exhibit C - Service Provider Budget Detail. Budget details include: salaries and benefits, direct service delivery costs and administrative costs, not to exceed 10%. Exhibit B - Fiscal Provisions are the fiscal requirements for funding, budget, and payment. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- F.** "Cal.Gov. Code" means California Government Code.
- G.** "CA Pub. Con. Code" means California Public Contract Code.
- H.** "CCR" means California Code of Regulations.
- I.** "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- J.** "Confidential Information" and "Individual Identifying Information" and "personal identifying information" means a person's personal information that is to remain private and 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; such as a finger or voice, print or a photograph picture.
- K.** "Contract Monitoring" means the review of service provider records, documents and processes to ensure compliance with appropriate laws and regulations. SERVICE PROVIDER will monitor subcontractors using the same requirements.
- L.** "Elder Abuse" means the physical, mental, financial mistreatment, such as neglect and/or exploitation of any individual who is sixty (60) years in age or older.

- M.** "HHS" means United States Department of Health and Human Services.
- N.** "Indirect Costs" means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved.
- O.** "Individual with a Disability" means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990, who is not less than age 18 and not more than age 59.<sup>6</sup>
- P.** "In-Kind Contributions" means the value of non-cash contributions donated to support the project or program (e.g. property, service, etc.)
- Q.** "LEP" means Limited English Proficiency.
- R.** "Matching Contributions", means local cash and/or in-kind contributions made by the provider or other local resource that qualifies as match for the contract funding.
- S.** "Non-Matching Contributions" means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g. federal funds, overmatch, etc.)
- T.** "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- U.** "OAA" means Older Americans Act.
- V.** "OTO" means One-Time-Only funding which is unexpended funds from the previous contract period or recovered from a fiscal audit determination and are a supplemental funding that must be spent or encumbered by June 30. These federal funds allocated by the Administration on Aging to CDA, who distributes these funds to the Area Agencies on Aging.
- W.** "Program Income" is revenue generated from activities funded through this Agreement. Money collected may be from: 1) voluntary contributions from service recipients or another party; 2) income from the rental fee of real or personal property acquired with funds provided under this Agreement or other grant funds; 3) royalties received on patents and copyrights from contract supported activities; and, 4) proceeds from the sale of items purchased under a CDA Contract.
- X.** "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., The CA Retail Food Code, CDA Program Memoranda, and RCOoA guidance.
- Y.** "Protected Health Information" means the health information of an individual including medical diagnosis, treatment or prescriptions, assessment and counseling. In addition, client-attorney privilege is also confidential.
- Z.** "PSA 21" means the state's designated Program Service Area of Riverside County.

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<sup>6</sup> [42USC12102, OAA§372(a)(2)]

- AA.** "RCOoA", "AAA" and "PSA 21" means Riverside County Office on Aging, designated by the California Department on Aging as the Area Agency on Aging for Planning and Service Area #21 in Riverside County.
- BB.** "Service Provider" means the legal entity that submitted a proposal to provide specific services to the target population on behalf of the RCOoA and awarded an Agreement through the 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.
- CC.** "Service Recipient", also referred as client, consumer, participant, eligible individual; means an individual who is receiving federally funded Title IIIB, IIIC, IIIE services through funding allocated to the State and further allocate to Riverside County, who distributes the funding to a SERVICE PROVIDER through this Agreement.
- DD.** "Services" means Titles IIIB, IIIC (C1&C2), IIIE, Title VII, Ombudsman and Health Insurance Counseling and Advocacy Program federally and/or State mandated and funded activities targeting the eligible population. Activities and services include: Personal Care, Homemaker Services, Adult Day Care, Respite (day care, In-home, overnight), Legal Advice, Transportation, Senior Center Activities, Nutrition Services (Congregate & Home-Delivered), and Family Caregiver Support Program Services (FCSP). The FCSP categories are: Information Services, Access Assistance, Support Services Respite Care and Supplemental Services. Specific service requirements are described in Exhibit A: Scope of Service.
- EE.** "Subcontractor Agreement" means a written contractual arrangement between SERVICE PROVIDER and Subcontractor to carry out a portion of the services and is supported with funding from this Agreement. Subcontractor arrangements shall include the same requirements as SERVICE PROVIDER, but SERVICE PROVIDER may not delegate authority for responsibility of complying with these requirements.
- FF.** "USC" means United States Code.
- GG.** "Vendor" means an entity providing goods or services to the SERVICE PROVIDER or subcontractor during the SERVICE PROVIDER'S performance of the Agreement.
- HH.** "WIC" means California's Welfare and Institutions Code.

## **Article IV. AGREEMENT TERMS & CONDITIONS**

In accordance with Riverside County Ordinance 459, Purchasing Policies and Procedures, which includes the federal and State requirements for the 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-017 - Senior Services, Proposal submitted, Background, Program/Financial Evaluation, and Award, as facilitated 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.
5. The Area Plan, as approved, includes the service objectives to be met by service provider.

### **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 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.
4. Any Area Plan update that alters any service objective may affect the delivery of service.

### **C. SERVICE PROVISIONS:**

#### **1. Standards of Work:**

The SERVICE PROVIDER shall perform services in accordance with applicable federal regulations, State laws and the four-year Area Plan and annual updates of the Plan's Goals, Objectives, and Service Unit Plan, incorporated into this Agreement by this reference, as specified in the Articles of this Agreement, by acceptable professional standards and as described in the awarded proposal. The ultimate goal is to allow the eligible service population capable of self-care, secure and maintain maximum independence and dignity in a home environment, with appropriate services. The requirements and service provisions are in Exhibit A - Scope of Service, the funding allocation summary and financial requirements are Exhibit B - Fiscal Provisions, Exhibit B.I – SERVICE PROVIDER Budget Allocation Summary, and Exhibit C - SERVICE PROVIDER Budget Detail.

SERVICE PROVIDER shall maintain an organization that has ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including confidentiality data reporting requirements. Services shall be invoiced as provided using the appropriate Project Grant code. Project Grant codes are found in Exhibit



B and are within the line item budget detail. Requests for reimbursement shall be submitted by the fifth day of the month after the service month end, with the appropriate backup documentation and report of service units as entered in to the RCOoA database. Adequate proportions shall be met for priority services as required.<sup>7</sup> As appropriate, SERVICE PROVIDER shall secure the opportunity for the eligible service population to receive in-home managed care services.

2. Staff and Volunteers:

- a. Maintain adequate staff, as required by governing requirements, to fulfill the service provision(s).
- 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 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, volunteers, and subcontractors are mandated reporters and must know how to identify Elder Abuse and report any suspected incident of Elder Abuse.
- e. Staff, volunteers and subcontractor time, in hours, spent providing service(s) and service related activities are to be documented and reported as required and requested.
- f. Record(s) for each staff and/or volunteer shall contain proof of staff and volunteers mandated requirements as needed by the service(s) requirements and shall be maintained and retained by SERVICE PROVIDER.

3. Training and Education:

- a. Training and Education is required and will 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 and delivering appropriate services.
- b. Within thirty (30) days of beginning services and annually thereafter, all staff, including volunteers, subcontractors, and vendors who handle confidential, sensitive and/or personal identifying information must complete Security Awareness Training. The module is located on CDA's website, [www.aging.ca.gov](http://www.aging.ca.gov). The SERVICE PROVIDER must maintain certificates of completion on file and provide them to RCOoA upon request.
- 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, is included in the Exhibit A - Scope of Service.
- e. Training provided as an individual or group basis is acceptable. 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 be provided by RCOoA, or developed by SERVICE PROVIDER and approved by RCOoA.

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<sup>7</sup> [OAA§306(a)(2); 22CCR7312]

- b. Forms used by SERVICE PROVIDER will be current, by periodically reviewing the contents for completeness, accuracy and relevancy of the information 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. Suspected Elder Abuse must be reported to Adult Protective Services and documentation of such will be maintained.
  - d. Complete reports and back-up documentation submitted will be accurate, complete and timely, as required and requested. Incomplete or illegible forms will be returned to the SERVICE PROVIDER to complete or make legible and will be resubmitted as instructed.
  - e. The Monthly Financial Report of Expenditures/Request for Funds and invoice, along with other service and performance reports shall be submitted to RCOoA by the 5<sup>th</sup> 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. Reports will be submitted monthly, quarterly, or annually, as required or requested.
  - f. Additional reporting requirements, specific to the service being provided, are included in Exhibit A – Scope of Service.
  - g. Reports may be submitted electronically or in the requested reporting format.
  - h. SERVICE PROVIDER shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
  - i. Failure to comply with Program and/or Fiscal reporting requirements will exclude SERVICE PROVIDER from eligibility to receive One-Time-Only funding.
5. Interagency Coordination:  
In support of the Area Agency on Aging, PSA 21, approved Area Plan, 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.
6. 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) Timeframes 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 RCOoA; and
    - 4) Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law will be stated. The minimum necessary information, relevant to the issue, while protecting the identity of the grievant, 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 forms, in the primary languages of service participants who communicate in another language, will be provided.
  - d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the SERVICE PROVIDER area of expertise or authority. The number to RCOoA may also be provided.
7. Monitoring, Assessment and Evaluation:  
SERVICE PROVIDER shall develop, implement and maintain policies and procedures for internal processes to achieve service delivery goals. SERVICE PROVIDER will conduct internal monitoring and evaluation of service delivery. This may include customer surveys to seek external input into the development of such processes 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, council/advisory group, questionnaires, interviews or electronic surveys. Suggestions to revise or modify program service and/or methods of service, resulting from views/opinions and/or internal monitoring evaluation is to be documented and may require approval of the State. 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.
  - c. Monitoring by RCOoA:
    - 1) RCOoA will conduct a review of the use of federal and State funds through reports, site visits, regular contact, or other means to assure the funds are being administered in compliance with the federal and State awards and with laws, regulations and the provisions of the Agreement and to evaluate the performance goals are being achieved;
    - 2) Program and fiscal monitoring will occur every one or two years, as required by regulation; and
    - 3) Any deficiencies identified will require timely action, but no longer than 30 days, to correct deficiencies detected through monitoring and on-site review<sup>8</sup>.
8. Disaster Plan:  
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/](https://www.aging.ca.gov/ProgramsProviders/AAA/Disaster_Preparedness/). The plan should be reviewed annually, revised as needed, and available for review.

**D. DOCUMENTS & RECORDS:**

- 1. General Requirements:
  - a. SERVICE PROVIDER shall maintain complete records that shall include, but not be limited to, accounting

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<sup>8</sup> [CFR75.352]

records, contracts, agreements, a reconciliation of the "Fiscal Year-End Close Out Report", financial statements, single audit report, general ledgers, and a summary worksheet identifying the results of performing an audit resolution of any subcontractor, in accordance with the audit requirements. Records include Letters of Agreement, insurance documentation, Memorandums and/or Letters of Understanding, patient/client records, and electronic files of activities and expenditures hereunder in a form satisfactory to RCOoA.

- b. Documents and records will be developed, and utilized as required to deliver of services. This Agreement will be made available for review, inspection, monitoring and/or audit during normal business hours, during and/or after the Agreement ends.
- c. Documents and records, including confidential 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.
- d. All records containing confidential information will be handled in a confidential manner, in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article.
- e. A procedure to process requests for documents, records, confidential information or other information shall be developed and maintained. The process should include notification to RCOoA of certain requests received and/or processed.
- f. Records and information requests from RCOoA shall be processed within 10 working days of the request.
- g. SERVICE PROVIDER shall acknowledge federal and State funding from RCOoA when explaining resources verbally or in writing, in materials such as, brochures and press releases.
- h. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
- i. 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<sup>9</sup>, 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. Fiscal Year-End Close-out Report:

- a. Annually by July 10, a Fiscal Year End Close-out Report covering July 1 to June 30 will be completed,

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<sup>9</sup> [2CFR200.302][45CFR75.302]

- signed by an Authorized Signatory and submitted to fiscal.
- b. The Fiscal Year End Close-out Report format will be provided by RCOoA and includes: an accounting report of actual accruals for any unpaid obligations; program expenditures and revenues; and, any corrections or adjustments necessary to reconcile the amount paid by RCOoA to SERVICE PROVIDER with the amount the SERVICE PROVIDER paid throughout this time period to balance the general ledger.
  - c. Adjustments for prepaid expenses for the following fiscal year will be partially credited to the fiscal year in review and charged to the current fiscal year, if services continue, such as insurance premiums.
4. 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 RCOoA. Consent shall be given or denied after the written request is received by 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 Program materials (or product) is federally and State 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."
5. Copyrights:
- a. The program 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.
6. Non-Disclosure of Confidential Data, Records and Systems Security:
- The SERVICE PROVIDER, and its subcontractors and vendors, shall adhere to the following:
- a. Shall have in place operational policies and procedures and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual § 5300 to 5365.3, Cal. Gov. Code §11019.9, DGS Management Memo 06-12; Department of Finance Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets, Statewide Health Information Policy Manual. Information Assets may be in hard copy or electronic format and may include, but is not limited to:
    - 1) Reports
    - 2) Notes

- 3) Forms
  - 4) Computers, laptops, cellphones, printers, scanners
  - 5) Networks (LAN, WAN, WIFI) servers, switches, routers
  - 6) Storage media, hard drives, flash drives, cloud storage
  - 7) Data, applications, databases
  - b. 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 encrypted and requiring login procedures when accessing computer systems.
  - c. Confidential, sensitive, personal identifying information and Protected Health Information may not be used for any purpose other than carrying out the service obligations under this Agreement.
  - d. A Confidentiality Statement will be signed to confirm understanding and ensuring all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable federal and State laws, regulations and State and county policies.
  - e. Protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
  - f. Shall not use confidential, sensitive, and/or personal identifying information for any purpose other than carrying out the SERVICE PROVIDER obligations under this Agreement and are authorized to disclose and access identifying information for this purpose as required.
  - g. Shall not, except as otherwise specifically authorized by the service recipient in writing 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 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.
  - h. Agree 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.
7. Security Incident Reporting:
- A security incident occurs when confidential information is, or reasonably believed to be, accessed, modified, compromised, destroyed, or disclosed without proper authorization or is lost/stolen. SERVICE PROVIDER, and/or its subcontractors and vendors must report all security incidents to RCOoA immediately upon detection. A Security Incident Report form must be submitted to RCOoA within three (3) business days from the date the incident was detected. Notification of the security breach will be sent to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
- a. SERVICE PROVIDER, and its subcontractors and vendors, must comply with CDA's security incident reporting procedure, which can be accessed via RCOoA's website at [rcaging.org](http://rcaging.org).

**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. SERVICE PROVIDER will 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<sup>10</sup>.

**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 controls 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 submitted to RCOoA within 90 days after the end of the fiscal year. Should SERVICE PROVIDER not be able to submit this audit within 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

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<sup>10</sup> GC 8546.7 et seq.



- 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 that confirm all data contained in Monthly Performance and Monthly Financial Reports (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 and 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) RCOoA Tag Number (or other identifier)
    - 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. 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 CDA 248: 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 SERVICE PROVIDER'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.
- 3. Computer Requirements:

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

  - a. Encryption of Portable Computing Devices

SERVICE PROVIDER, and its subcontractors and vendors, are required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
  - b. Software Maintenance

SERVICE PROVIDER, and its subcontractors and vendors, shall apply security patches and upgrades in a timely manner and keep anti-virus software up-to-date on all systems on which State data may be stored or accessed.
  - c. Electronic Backups

SERVICE PROVIDER, and its subcontractors and vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business and shall ensure that all data, files and backup files are encrypted.
- 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. Any loss, damage, or theft of equipment shall be investigated, fully documented and the SERVICE PROVIDER shall notify RCOoA within twenty-four (24) hours, by telephone, followed by written report 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 2 CFR 200.330, Subpart D – Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination of if a subcontractor and/or vendor relationship exists. If such relationship exists, SERVICE PROVIDER shall follow the procurement requirements in the applicable regulation 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 or conflict between the Articles, attachments, or provisions of 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 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 SERVICE**

July 1, 2017 through June 30, 2018

**SODEXO AMERICA, LLC.**

**TITLE IIIC-1 & C-2**  
**ELDERLY NUTRITION PROGRAM**

**I. SCOPE OF SERVICES & GOALS:**

- A. Services will be provided as described in the awarded proposal, in response to the Request for Proposals #RCOAA-017, and as described herein.
- B. Service Provider will coordinate, refer, and provide program services, as appropriate, with other senior services providers in the community, i.e., transportation, housing, health providers, churches, civic groups, etc.:
- C. 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 or refer appropriate 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](http://www.rcaging.org) or by contacting RCOoA.
- D. The guidelines for nutrition services are found in the State of California Code of Regulations, Title 22, Division 1.8, Chapter 4.(1), Article 5. The Elderly Nutrition Program is governed by federal guidelines, State laws and regulations, and by California Department on Aging (CDA) Program Memos issued.
- E. The goals of the Elderly Nutrition Program are to maintain or improve the physical, psychological, and social well-being of older individuals, by providing or securing appropriate nutrition services. The objectives are to:
  - 1. Each meal provided must contain one-third (1/3) of the current Recommended Dietary Allowances (RDAs), is safe and of good quality.
  - 2. Promote and maintain high food safety and sanitation standards.
  - 3. Promote good health behaviors through a nutrition screening of participants and nutrition education.
  - 4. Promote and/or maintain coordination with other nutrition-related supportive services.
  - 5. Promote socialization among the target population through this setting.
- F. 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.
- G. 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).

- H. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
- I. Refer, as appropriate, the eligible target population to receive managed in-home and long-term care services as required under OAA, Section 301(a)(2)(D).
- J. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
- K. 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.

## II. **TARGET POPULATION:**

### A. **Service Area:**

Congregate and Home Delivered Nutrition Services will be provided in Service Areas (SAs) as follows:

- SA1: Corona (C-2 only)/Norco/Eastvale; Coronita, El Cerrito, Home Gardens, Mira Loma, Temescal Valley, Lake Mathews
- SA2: Riverside/Jurupa Valley; El Sobrante, Glen Avon, Pedley, Rubidoux; Highgrove C-2 only
- SA3: Perris (C2 only); Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview
- SA4: Menifee (C2 only); Winchester/Lake Elsinore; includes Homeland, Canyon Lake, Romoland, Warm Springs, Sun City, Quail Valley, Lakeland Village
- SA5: Murrieta/Temecula/Wildomar; includes; Aguanga, Anza, French Valley, Lake Riverside
- SA6: Banning/Beaumont/Calimesa; Cabazon, Cherry Valley – C2 Only

Congregate meal site locations and Home Delivered Meal preparation sites are further identified in Section V. Service Objectives. This section also includes the number of units SERVICE PROVIDER is expected to meet as included in the current Agency Area Plan.

### B. **Eligibility requirements for the Elderly Nutrition Program:**

1. Congregate Meal Eligibility:
  - a. Any person sixty (60) years of age or older; or
  - b. The spouse of any person sixty (60) years of age or older; or
  - c. A disabled person as defined in Older Americans Act (OAA) Sec. 102 (8) (9) under age sixty (60) who resides in housing facilities occupied primarily by older persons at which congregate nutrition services are provided; or
  - d. A disabled individual who resides at home and accompanies an older individual eligible under the OAA.
  - e. Preference is given to older individuals who are in the greatest economic or social need with particular attention to low income minority individuals.
2. Home Delivered Meal Eligibility:
  - a. Any person sixty (60) years of age or older AND who is frail and homebound by reason of illness, disability, or isolation.
  - b. A spouse of an eligible person, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
  - c. An individual with a disability who resides at home with older individuals, if an assessment concludes

- that it is in the best interest of the homebound older individual who participates in the program.
- d. Priority shall be given to older individuals.

### **III. SERVICE REQUIREMENTS:**

#### **A. Congregate and Home Delivered Meals:**

1. Provide a hot or otherwise appropriate meal five (5) or more days a week and any additional meals which the SERVICE PROVIDER may elect to provide. Offering this service less than five (5) days per week is discouraged and will require approval of the RCOoA.
2. Meal must provide a minimum of one-third of the current Dietary Reference Intakes by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences as specified in Section 7638.5.
3. Develop a menu that meets the requirements on a monthly basis. Distribute the menu to the service participants before the beginning of the month the menu begins. The approved menu shall be submitted to the OoA no later than the 25<sup>th</sup> of each preceding month.
4. SERVICE PROVIDER shall initially assess participant nutritional risk using instruments including, but not limited to, the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. This checklist can be found at [www.rcaging.org](http://www.rcaging.org). Nutrition screening instruments shall be scored and collected from all participants in compliance with requirements in subsection 7636.1(b)(7) of Title 22 Division 1.8.
5. SERVICE PROVIDER shall complete an "intake" for each participant. The Intake forms shall remain on file with SERVICE PROVIDER.
6. An eligible individual who receives a meal shall be given the opportunity to voluntarily contribute anonymously to the cost of the meal. No eligible individual shall be denied participation because of failure or inability to contribute.
7. Provide a minimum of four (4) nutrition education sessions annually to participants. Nutrition education is defined as demonstrations, presentations, lectures, or small group discussions. A registered dietitian shall provide input and approve the content of nutrition education prior to the presentation.
8. Nutrition counseling shall be provided as needed and appropriate; when participant nutritional risk is high or when requested by the participant. Other nutrition services, as appropriate, based on the needs of meal participants will also be provided.
9. Include procedures and methods for obtaining the views of participants about the services received.

#### **B. Congregate Nutrition Services:**

1. SERVICE PROVIDER shall annually assess participant nutritional risk using instruments including, but not limited to, the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. This checklist can be found at [www.rcaging.org](http://www.rcaging.org).
2. Provide the meal in a congregate setting, where seniors may typically gather, including, but not limited to adult day care facilities, community center, and/or senior centers.



**C. Home Delivered Meal:**

1. When necessary, establish a waiting list for home-delivered meals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, will be based on greatest need.
2. SERVICE PROVIDER shall quarterly assess participant nutritional risk using instruments including, but not limited to, the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. This checklist can be found at [www.rcaging.org](http://www.rcaging.org).

**D. Elderly Nutrition Program Management:**

1. A Manager shall conduct the day-to-day management and administrative functions of the program. The Manager shall have the following skills/experience:
  - a. An associate degree in institutional food service management, plus 2 years of experience as a food service supervisor, or,
  - b. Demonstrate experience in food service, and within 12 months of hire successfully complete a minimum of 20 hours specifically related to food service management, business administration, or personnel management, or,
  - c. Two years- experience managing food services.
2. Each SERVICE PROVIDER shall establish and administer the nutrition program with the advice of a registered dietitian (or individuals with comparable expertise.) The registered dietitian shall:
  - a. Participate in developing the nutrition services policies, procedures, and standards.
  - b. Participate in developing and evaluating the AAA Request for Proposal (RFP) concerning nutrition services, as described in Sections 7352 through 7364 of this Title 22 Division 1.8.
  - d. Participate in Area Plan development related to nutrition services, as described in Sections 7300 through 7320 of Title 22 Division 1.8.
  - e. Conduct appropriate meal analysis to ensure each meal provided meets the 1/3 of the Recommended Dietary Allowances (RDAs) and are safe and of good quality. Documentation of analysis must be retained on file and made available for review upon request.
3. Comply with the California Retail Food Code (CRFC) and the local health department regarding safe and sanitary preparation and service of meals.
4. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
5. At a minimum, perform quarterly monitoring of service delivery practices ensuring safe food handling and sanitation practices of food facilities are being followed.
6. Equipment utilized in the delivery of service, may include tables and chairs. These items need to be sturdy and appropriate for older individuals. Tables will be arranged to assure ease of access and encourage socialization.
7. Program data is required to be entered into the RCOoA approved database. Data must be accurate, verifiable, timely and complete.

#### **E. Staffing Responsibilities:**

1. All staff and volunteer(s) providing service(s) shall receive a minimum of 4 hours of training annually to perform their assigned responsibilities. The training curriculum content for all staff training complies with subsection 7636.5(c). At a minimum, training shall include the following topics:
  - a. Food safety, prevention of foodborne illness, and Hazard Analysis Critical Control Point (HACCP) principles.
  - b. Accident prevention, instruction on fire safety, first aid, choking, driving, earthquake preparedness, and other emergency procedures.
  - c. Elder Abuse detection and reporting processes.
2. A volunteer under age 60 may be offered a meal if doing so will not deprive an older individual of a meal.

#### **IV. PROGRAM REQUIREMENTS:**

##### **A. Nutrition Service Provider Administration:**

1. Nutrition SERVICE PROVIDER shall implement Policies and Procedures to achieve success in the delivery of the Elderly Nutrition Program. The Policies and Procedures shall be reported to RCOoA and include the following:
  - a. Establish outreach activities to encourage participation of eligible older persons. Service Provider will involve eligible participants in the planning and service delivery, as appropriate;
  - b. Provide services to eligible persons in greatest economic or social need and to low income minority individuals;
  - c. Establish the number and frequency of meals to be served;
  - d. Develop and/or maintain coordination with other supportive services;
  - e. Compliance with State and local laws regarding safety and sanitary preparation and service of meals;
  - f. Plan for monitoring progress toward achieving these requirements.
2. SERVICE PROVIDER will be monitored by RCOoA. The monitoring will consist of an on-site review to evaluate the provision and delivery of the Elderly Nutrition Program to ensure compliance with the laws and regulations that govern the Elderly Nutrition Program. **SERVICE OBJECTIVES**

#### **V. SERVICE OBJECTIVES**

##### **A. Congregate Meal Program:**

1. Number of annual units of service      132,527
2. Number of new seniors to be served      \_\_\_\_\_
3. Meals are provided      5      \_\_\_\_\_ days a week
4. Meals are provided      5      \_\_\_\_\_ days a year
5. Total number of volunteers      \_\_\_\_\_

6. Suggested eligible participant donation \$3.00

7. Non-eligible fee per meal \$5.00

Congregate sites where services will be delivered are identified below:

Site: Norco Senior Center Address: 2690 Clark Ave. Norco, CA 92861 Phone #: 951-270-5646 Staff person: James Yorty Hours of Operation: M-F 11:30am – 12:30pm Number of meals: 24 per day Annual site costs:	Site: Charles Meigs Senior Center Address: 21091 Rider St. Mead Valley, CA 92570 Phone #: 951-210-1580 Staff person: Reyes Navarro Hours of Operation: M-F 12:00pm-1:00pm Number of meals: 54 per day Annual site costs:
Site: Lake Elsinore Senior Center Address: 420 E. Lakeshore Dr. Lake Elsinore, CA 92530 Phone #: 951-674-3124 Staff person: Chanda Benz Hours of Operation: M-F 11:30am to 12:30pm Number of meals: 37 per day Annual site costs:	Site: Moses-Shaffer Comm. Ctr. Address: 21565 Steele Peak Dr. Perris, CA 92570 Phone #: 951-943-9126 Staff person: Jack Woodruff Hours of Operation: M-F 12:00pm to 1:00pm Number of meals: 13 per day Annual site costs:
Site: Murrieta Senior Center Address: 41717 Juniper St. Murrieta, CA 92595 Phone #: 951-461-6122 Staff person: Rhonda Favero Hours of Operation: M-F 11:30am – 12:30pm Number of meals: 28 per day Annual site costs:	Site: Eddie D. Smith Senior Ctr. Address: 5888 Mission Blvd Rubidoux, CA 92509 Phone #: 951-275-9975 Staff person: Estela Guzman Hours of Operation: M-F 11:30am -12:30pm Number of meals: 75 per day Annual site costs:
Site: UCR Extension Address: 1200 University Ave. Riverside, CA 92507 Phone #: 951-827-3613 Staff person: Shannee Thompson Hours of Operation: M-F 11:00am-12:00pm Number of meals: 10 per day Annual site costs:	Site: Stratton Senior Center Address: 2008 Martin Luther King Riverside, CA 92507 Phone #: 951-826-5355 Staff person: Volunteer Hours of Operation: M-F 11:30am – 12:30pm Number of meals: 15 per day Annual site costs:

Site: Mary Phillips Senior Center	Site: Villegas Senior Center
Address: 41845 Sixth St.	Address: 7240 Marguerita St.
Temecula, CA 92595	Riverside, CA 92503
Phone #: 951-694-6464	Phone #: 951-351-6142
Staff person: Vanessa Caberera	Staff person: Volunteer
Hours of Operation: M-F 11:30am – 12:30pm	Hours of Operation: M-F 11:30am -12:30pm
Number of meals: 32 per day	Number of meals: 12 per day
Annual site costs:	Annual site costs:

**B. Home Delivered Meals Program:**

1. Number of annual units of service 125,568
2. Number of new seniors to be served \_\_\_\_\_
3. Meals are delivered 4 days a week
4. Meals are provided for 7 days a week
5. Meals are provided 365 days a year
6. Total number of volunteers 35
7. Suggested eligible participant donation \$3.00

Meals for HDM are prepared at the following address, (please include the telephone number, where home delivered meals are prepared).

Site: UCR Extension	Site: _____
Address: 1200 University Ave.	Address: _____
Riverside, CA 92507	_____
Phone #: 951-827-3613	Phone #: _____
Site: _____	Site: _____
Address: _____	Address: _____
_____	_____
Phone #: _____	Phone #: _____
Site: _____	Site: _____
Address: _____	Address: _____
_____	_____
Phone #: _____	Phone #: _____

7. List the routes for each site and number of miles per day for each route.

ROUTE	MILES	ROUTE	MILES
Norco	75	Temecula	150
Lake Elsinore	175	Rubidoux	70
Corona	100	Riverside	220
Banning/Beaumont/Cabazon	150	Calimesa	75
Perris/Canyon Lake/Mead	200		
Valley Sun City			

## EXHIBIT B: FISCAL PROVISIONS

Funding awarded under this Agreement is made available under the applicable provisions of the Older Americans Act and Amendments, Title III and/or Title VII, ACL, Welfare and Institutions Code, Older Californian's Act and by California Department on Aging Agreement appropriations. Funding awarded is summarized in Exhibit B.I and identifies the maximum obligation of each service, the unit of measurement, the associated rate, the amount of expected units to be delivered and associated Project Grant Codes. The funding detail is in Exhibit C and is the projected expenditures necessary to meet the expectations of the contracted service(s). Additional services provided will include a corresponding provider budget detail which will be attached and identified as EXHIBIT C.I, C.II, C.III, and so on.

### **A. BUDGET AND BUDGET REVISION:**

1. EXHIBIT C - SERVICE PROVIDER Budget Detail itemizes the budget appropriation categories, line item descriptions of reimbursable costs and includes unit rates, quantity and totals for each service.
2. The budget detail includes, at a minimum, the following budget appropriations (budget/cost categories) & reimbursable line item descriptions, allowable under this Agreement:
  - a. Salaries and Benefits:
    - i. Staff costs – includes a monthly, weekly, or hourly rate, as appropriate and classification title, along with the percentage of time associated to service & related training
    - ii. Fringe Benefits
  - b. Operating Expenses (Direct costs):
    - i. Office Supplies
    - ii. Contractual (subcontract) costs
    - iii. Rental (specify cost per square foot and total square feet)
    - iv. Equipment necessary to successfully deliver service(s)
    - v. Any travel<sup>1</sup> within California (outside the State of California requires prior approval)
    - vi. A detailed list of other operating expenses
  - c. Administrative Costs (Indirect costs):
    - i. Costs are limited to 10% of the direct service cost, unless provider has an accepted negotiated rate accepted by all Federal awarding agencies<sup>2</sup>
    - ii. Indirect costs shall be associated with an approved indirect cost rate or allocation plan documenting the methodology used to determine indirect costs; and
    - iii. Indirect costs exceeding 10% may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and VII only).
3. Changes to line item amounts within a Cost Category may be made, subject to the following conditions:
  - a. For Titles III-B, C, D, and E the Cost Categories are:
    - i. Personnel Costs
    - ii. Travel/Training
    - iii. Equipment

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<sup>1</sup> Travel in Operating expenses includes: Airfare, Hotel, Meals, Mileage, Rental, incidentals (Staff time will be staff costs).

<sup>2</sup> [2CFR200.212(c)(1),(f)][45CFR75.414(c)(1),(f)]

- iv. Consultants
- v. Other Costs
- vi. Indirect Costs
- b. Title C has two additional Cost Categories:
  - a. Catered Food
  - b. Raw Food
- c. Approval from RCOoA is required before making a change of 20% or greater and is \$1,500 or more in any Budget Category.
- 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 or requested by RCOoA.
- f. The final date to submit budget a revision request 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. SERVICE PROVIDER with a current existing Agreement with RCOoA is eligible to receive OTO funds. OTO funds are distributed amongst providers who already receive funds from the OTO source of funding. OTO funds are non-transferable between funding sources and must only be used in the program to which it was allocated.
2. Title III 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 [45CFR 1321.53(a)(b)].

- d. Baseline services–OTO funds may be used to maintain or increase baseline service, 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 requirement is the cash value of an in-kind contribution and that portion of program and administrative costs funded (cash or in-kind) by the SERVICE PROVIDER from other resources.
2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
3. 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.
4. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
5. 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.
6. Costs contributing to the match requirement incurred by the SERVICE PROVIDER must be verifiable.
7. Matching contributions, cash or in-kind, must be allowable as outlined in the Office of Management and Budget (OMB) cost principles.
8. The required minimum matching contributions for Title III-B, III-C, 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 will be pooled to meet the minimum ten percent (10%) requirement.
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. No minimum program matching contribution is required for the Health Insurance Counseling Advocacy Program (HICAP).
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. 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 from activities funded through this agreement, such as, 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.
  - 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:
- a. For Title III-B, III-C, III-E, VII Ombudsman, and VII Elder Abuse Prevention Programs, if Program Income is earned in excess of the amount approved by RCOoA, 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 (October 1 to September 30).
  - b. 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 and may reduce the total amount of Agreement funds payable to the SERVICE PROVIDER.
    - i. If Program Income is deferred for use, it must be used by the last day of the federal fiscal year and reported when used.
    - ii. Program Income may not be used to meet the matching requirements of this Agreement.
    - iii. Program Income must be used to expand baseline services.
  - c. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funding received under this Act.

**F. EXPENDITURE OF FUNDS:**

- 1. The SERVICE PROVIDER shall expend and justify all funds received, as described in Exhibit C 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 the California Department of Human Resources 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, as determined by RCOoA to be; 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's (OMB) Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards.<sup>3</sup>

**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 Service 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, allowable 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- Service Provisions and Expectations to qualify for additional funding. Any such increase in funding may not be subject to a competitive process and will be processed as an Amendment to the Agreement.

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<sup>3</sup> [2CFR200][45CFR75]

**J. SUPPLANTING FUNDS:**

RCOoA funds cannot be used to supplant (replace) funds from non-Federal funding sources. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received from RCOoA.

**K. ACKNOWLEDGING 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:**

1. SERVICE PROVIDER may keep interest amounts up to \$500 per fiscal year for administrative expenses<sup>4</sup>. Interest earned on advanced contract funds shall be identified as Program Income on Fiscal budgets.
2. SERVICE PROVIDER must maintain advances of funds in interest bearing accounts, unless either of the following apply:
  - a. The SERVICE PROVIDER receives less than \$120,000 in federal awards per year;
  - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

**M. INDIRECT COSTS:**

1. The maximum allowable reimbursement for indirect costs is ten percent (10%) of direct costs (excluding in-kind contributions and nonexpendable equipment) unless there is an accepted negotiated rate accepted by all Federal awarding agencies.<sup>5</sup> Indirect costs exceeding the 10% 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 2CFR200.302 and 45 CFR 74.21 (non-profits):
  - a. Financial Reporting
  - b. Accounting Records
  - c. Internal Control
  - d. Budgetary Control
  - e. Allowable Costs
  - f. Source Documentation

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<sup>4</sup> [2CFR200.305(b)(9)] [25CFR75.305(b)(9)]

<sup>5</sup> [2cfr200.414(c)(1),(f); 45CFR75.414(c)(1)(f)]

- 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:**

SERVICE PROVIDER will expend all funding for services prior to the end of each fiscal year, June 30. Funds not used or encumbered for use by June 30 each fiscal year, will not be able to be claimed at a later date. All expended funds that have not been encumbered for use by June 30 are returned to the state. 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.

**P. PAYMENT:**

- 1. Advance Payments:
  - a. 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.
  - b. Beginning with the September Monthly Financial Report/Request for Funds (MFR), one-tenth of the advance payment will be deducted each month from amounts due to the SERVICE PROVIDER, until the advance is fully paid.
  - c. 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.
- 2. Monthly Reimbursement Requests and Payments:
  - a. SERVICE PROVIDER will submit a request for reimbursement monthly. The reimbursement request will be in arrears for actual expenses incurred, less any amount applied against the advance, beginning with the July expenditure report.
  - b. 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.
- 3. Accruals:
  - a. Accruals must be reported by SERVICE PROVIDER to RCOoA by June 14 every fiscal year for any outstanding and unpaid obligations made prior to June 30 that will not be paid by June 30. Accruals are expected to be paid with thirty (30) days of the end of the fiscal year.



# RIVERSIDE COUNTY OFFICE ON AGING



## EXHIBIT B.1 Service Provider Budget Allocation Summary

FY2017/2018

July 1, 2017 to June 30, 2018

Sodexo America, LLC

Funding Source Project/Grant	Funded Program	Service Unit Reporting Description	Number of Units	Unit Rate	Total Funding Federal	Total Funding State	Total Funding County	RCOA Maximum Obligation
OA60751FY18	Title IIIC1: Congregate Nutrition	1 Meal Served	93.045	75.174	\$5.65	\$424,734		\$424,734
OA60782FY18	Title IIIC1: Congregate Nutrition	1 Meal Served	93.045	18.794	\$5.65		\$106,184	\$106,184
OA60753FY18	C1: Congregate General Fund	1 Meal Served	93.045	22.422	\$5.65	\$126,684		\$126,684
OA60750FY18	C1: NSIP Congregate*	1 Meal Served	93.053	16.138	\$5.65	\$91,178		\$91,178
			132,527				C1: Congregate Nutrition Subtotal	\$748,780
OA60451FY18	Title IIIC2: Home Delivered Nutrition	1 Meal Served	93.045	50.251	\$5.65	\$283,916		\$283,916
OA60482FY18	Title IIIC2: Home Delivered Nutrition	1 Meal Served	93.045	18.794	\$5.65		\$106,184	\$106,184
OA60453FY18	Title IIIC2: Home Delivered Nutrition	1 Meal Served	93.045	24.986	\$5.65	\$141,169		\$141,169
OA60450FY18	C2: NSIP Home Delivered*	1 Meal Served	93.053	34.102	\$5.65	\$192,677		\$192,677
			128,132				C2: Home Delivered Nutrition Subtotal	\$723,946

260,659	TOTAL C1 & C2	\$1,472,726
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FY 2017/18 BASELINE ALLOCATION TOTAL	\$1,472,726
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\* NSIP (Nutrition Services Incentive Program) funding must be spent on Food Only.

# EXHIBIT C.I: Congregate Meals Budget Detail



## RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2017-2018

July 1, 2017 to June 30, 2018

Original: ☒

Revision: ☐

OTO: ☐

Contractor:

Sodexo America, LLC.

Date:

07/01/2017

Program and Service:

Title IIIC-1: Congregate Meals

Vendor #:

25959

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT
	<b>RCOoA Award Amounts:</b>		
11	Federal & State	OA60751FY18	424,734
12	County	OA60782FY18	
13	Federal & State	OA60753FY18	126,684
14	Federal NSIP	OA60750FY18	91,178
15	Other Award (IFS *)		
16	<b>Total RCOoA Award Amounts</b>		<b>642,596</b>
17	<b>Program Income (May not be used for match):</b>		
18	Donations from Program Participants		
19	Other Program Income (IFS *)		
20	Other Program Income (IFS *)		
21	<b>Total Program Income (May not be used for match)</b>		<b>0</b>
22	<b>Match Cash (From non-Federal sources):</b>		
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	<b>Total Match Cash</b>		<b>0</b>
29	<b>Match Third-Party In-Kind:</b>		
30	Volunteer Services		
31	Donated Materials / Space		
32	Other Match Third-Party In-Kind (IFS *)		
33	Other Match Third-Party In-Kind (IFS *)		
34	<b>Total Match Third-Party In-Kind</b>		<b>0</b>
36	<b>Total Program Resources</b>		<b>642,596</b>

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	71,400	0
Minimum Required Match	Title IIIE	25%	214,199	0

\* IFS = Include Funding Source

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

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

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



# EXHIBIT C.II: Home Delivered Meal Budget Detail



## RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2017-2018

July 1, 2017 to June 30, 2018

Original: ☒

Revision: ☐

OTO: ☐

Contractor:

Sodexo America, LLC.

Date:

07/01/2017

Program and Service:

Title IIIC-2: Home Delivered Nutrition

Vendor #:

25959

DESCRIPTION OF REVENUE		FUNDING SOURCE		AMOUNT
RCOoA Award Amounts:				
11	Federal & State	OA60451FY18		\$283,916
12	County	OA60482FY18		106,184
13	Federal & State	OA60453FY18		141,169
14	Federal NSIP	OA60450FY18		192,677
15	Other Award (IFS *)			
16	Total RCOoA Award Amounts			\$723,946
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)			0
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			0
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 Third-Party In-Kind			0
36	Total Program Resources			723,946

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB, IIIC	10%	80,438	0
Minimum Required Match	Title IIIE	25%	241,315	0

\* IFS = Include Funding Source

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

Program Resources cell G16 must equal Program Costs cell I41.

Program Resources cell G21 must equal Program Costs cell E41.

Program Resources cell G28 must equal Program Costs cell F41.

Program Resources cell G34 must equal Program Costs cell H41.

Program Resources cell G36 must equal Program Costs cell D41.

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

## 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.

## EXHIBIT “E”

### COMMUNITY FOCAL POINTS LIST

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

## EXHIBIT "E"

### COMMUNITY FOCAL POINTS LIST

<b>Designated Community Focal Point</b>	<b>Address</b>
La Quinta Senior Center	78-450 Avenida La Fonda La Quinta, CA 92247
La Sierra Senior Center	5215 La Sierra Riverside, CA 92505
Lake Elsinore Activity Center	420 East Lakeshore Drive Lake Elsinore, CA 92530
Marion Ashley Community Center	25625 Briggs Road Menifee, CA 92585
Mary Phillips Senior Center	41845 Sixth Street Temecula, CA 92590
Mead Valley Community Center	21091 Rider Street Perris, CA 92570
Mizell Senior Center	480 South Sunrise Way Palm Springs, CA 92262
Moreno Valley Senior Center	25075 Fir Avenue Moreno Valley, CA 92553
Murrieta Senior Center	41717 Juniper Street Murrieta, CA 92562
Norco Senior Center	2690 Clark Avenue PO Box 428 Norco, CA 92860
Norton Younglove Community Center	459 West Center Street Riverside, CA 92507
Norton Younglove Community Center	908 Park Street PO Box 1190 Calimesa, CA 92320
Perris Senior Center	100 North "D" Street Perris, CA 92570
Riverside-San Bernardino County Indian Health	11555 ½ Potrero Road Banning, CA 92220
Ruth H. Lewis Community Center at Reid Park	701 North Orange Street Riverside, CA 92501
San Jacinto Community Center	625 South Pico Avenue San Jacinto, CA 92583
Stratton Community Center at Bordwell Park	2008 Martin Luther King Boulevard Riverside, CA 92507
The Center	611 S. Palm Canyon Drive, Suite 201 Palm Springs, CA 92262
Ysamel Villegas Community Center	3091 Esperanza Street Riverside, CA 92503