

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.⁷ 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. 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.

⁷ [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 5th working day of each month following the service month end. SERVICE PROVIDER may be required to enter referral, assessment, service and/or client information into the information system used by RCOoA. 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 review⁸.

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/ProgramsProvidersAAA/DisasterPreparedness/>. 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

⁸ [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 inadequate⁹, 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,

⁹ [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 rcoging.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 requirements¹⁰.

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

¹⁰ 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 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 congregated 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 25th 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. 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.
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.

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.

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

Site: Mary Phillips Senior Center	Site: Villegas Senior Center
Address: 41845 Sixth St. Temecula, CA 92595	Address: 7240 Marguerita St. 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. Riverside, CA 92507	Address: _____
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 travel¹ 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 agencies²
 - 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

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

² [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.³

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.

³ [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 expenses⁴. 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.⁵ 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

⁴ [2CFR200.305(b)(9)] [25CFR75.305(b)(9)]

⁵ [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.I 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	CFDA #	Number of Units	Unit Rate	Total Funding Federal	Total Funding State	Total Funding County	RCOoA 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					\$748,780
									C1: Congregate Nutrition Subtotal
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	22,422	\$5.65		\$126,684		\$141,169
OA60450FY18	C2: NSIP Home Delivered*	1 Meal Served	93.053	34,102	\$5.65	\$192,677			\$192,677
				125,568					\$723,946
									C2: Home Delivered Nutrition Subtotal
									TOTAL C1 & C2
									\$1,472,726

FY 2017/18 BASELINE ALLOCATION TOTAL

\$1,472,726

* 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.
 Program and Service: Title IIIC-1: Congregate Meals
 Vendor #: 25959

Date: 07/01/2017

DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT
RCOoa Award Amounts:		
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 Total RCOoA Award Amounts		642,596
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		642,596

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.
 Program and Service: Title IIIC-2: Home Delivered Nutrition
 Vendor #: 25959

Date: 07/01/2017

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

Designated Community Focal Point	Address
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

Designated Community Focal Point	Address
La Quinta Senior Center	78-450 Avenida La Fonda La Quinta, CA 92247
La Sierra Senior Center	5215 La Sierra Riverside, CA 92505
Lake Elsinore Activity Center	420 East Lakeshore Drive Lake Elsinore, CA 92530
Marion Ashley Community Center	25625 Briggs Road Menifee, CA 92585
Mary Phillips Senior Center	41845 Sixth Street Temecula, CA 92590
Mead Valley Community Center	21091 Rider Street Perris, CA 92570
Mizell Senior Center	480 South Sunrise Way Palm Springs, CA 92262
Moreno Valley Senior Center	25075 Fir Avenue Moreno Valley, CA 92553
Murrieta Senior Center	41717 Juniper Street Murrieta, CA 92562
Norco Senior Center	2690 Clark Avenue PO Box 428 Norco, CA 92860
Norton Younglove Community Center	459 West Center Street Riverside, CA 92507
Norton Younglove Community Center	908 Park Street PO Box 1190 Calimesa, CA 92320
Perris Senior Center	100 North "D" Street Perris, CA 92570
Riverside-San Bernardino County Indian Health	11555 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