

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



ITEM: 3.25
(ID # 13665)

MEETING DATE:

Tuesday, January 12, 2021

FROM: OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Ratify and approve the Amendments and Riverside County Office on Aging Standard Agreements RCOoA 2020-21 to deliver services required by the Older Americans Act (OAA) Title III – Grants for State & Community Programs on Aging, OAA Title VII – Vulnerable Elder Rights Protection Activity, and Health Insurance Counseling and Advocacy Program (HICAP), All Districts. [Total Cost: \$7,505,436] [Source of Funds: Federal 75%, State 25%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the four (4) amendments to the Riverside County Office on Aging Standard Agreements RCOoA 2020-21 for the delivery of services required by Title III and Title VII of the Older Americans Act with the service providers, to increase the awarded amounts for FY 2020-21 by the amounts listed, in Attachment A, and authorize the Chairman of the Board to sign the amendments on behalf of the County.
2. Ratify and approve the eleven (11) Riverside County Office on Aging Standard Agreements RCOoA 2020-21 with the service providers, for the programs, in the awarded amounts listed, in Attachment B, for the period of October 1, 2020 to June 30, 2021, renewable annually for up to three (3) additional years through June 30, 2024; and authorize the Chairman of the Board to sign the agreements on behalf of the County.

Continued on Page 2

ACTION:

David Lee, Director of Office on Aging

10/9/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 12, 2021
xc: OoA

Kecia R. Harper
Clerk of the Board
By:
Deputy

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

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreements, (b) make modifications to the scope of services that stay within the intent of the agreements; (c) move the allocated funds among the service providers; (d) increase or decrease the amounts allocated to each service provider to fulfill the requirements of the agreement between RCOoA and the California Department on Aging (CDA) and use available funding through September 2024, and (e) exempt the County Purchasing Agent from the sole source requirement if additional service providers are needed to fulfill the contract obligations between RCOoA and the CDA as long as the aggregate amount of all agreements do not exceed the amount provided by CDA to RCOoA.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|-------------------------------|---------------------|
| COST | \$ 7,505,436 | \$ 6,652,210 | \$ 27,462,066 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: Federal 75%, State 25% | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 20/21 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Every four (4) years, Riverside County Office on Aging (RCOoA) is required to competitively bid the services required by the Older Americans Act (OAA) Title III – Grants for State & Community Programs on Aging, OAA Title VII – Vulnerable Elder Rights Protection Activity, and Health Insurance Counseling and Advocacy Program (HICAP) to find qualified service providers to deliver these critical services. A Request for Proposal (RFP) was facilitated by the County Purchasing Department to assist RCOoA in finding service providers who are capable, responsible and appropriate to deliver the necessary and mandated Title III, VII, and HICAP services to the target population of Riverside County. These services include: Title IIIB – Supportive Services, Title IIIC – Congregate and Home Delivered Senior Nutrition, Title IIIE – Family Caregiver Support Program (FCSP), Title III and VII Ombudsman Services, and HICAP.

The service agreement with each service provider reflects the current requirements of the OAA, the California Department of Aging (CDA) and the County of Riverside. The requirements are subject to modification(s) during the four-year period, depending on outcome of the federal and state final legislative process.

These programs are funded by the Older Americans Act and Older Californians Act, and support the goals and objectives of the 2020-2024 Riverside County Area Plan on Aging, titled “The Path Ahead”, approved by the Board of Supervisors on September 15, 2020.

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

Impact on Residents and Businesses

These funds are to be utilized in accordance with the requirements of the Older Americans Act, for individuals aged 60 years and older with the greatest social and economic need; with considerable emphasis on programs and services that help older individuals find employment, support older individuals and persons with disabilities to live as independently as possible in their home and community, promote healthy aging and community involvement, and assist family members in their vital caregiving role.

Additional Fiscal Information

These services are funded with federal and state funds which are allocated to Area Agencies on Aging through agreements with the CDA. RCOoA's budget, as submitted for fiscal year 2020/21, reflects the amount specified in the agreement with the CDA. The agreement with the CDA also describes the requirements for the allotted funding.

No additional County funds are required or requested to fulfill the obligations of these services

Contract History and Price Reasonableness

County Purchasing, on behalf of RCOoA, released request for proposal (RFP), RFP #OAARC-019 – Coordinated Care Programs Older Americans Act: Title III, VII, & HICAP Services for the period of October 1, 2020 to June 30, 2024. The RFP was advertised on RCOoA's website, County Purchasing's website as well as on publicpurchase.com. The RFP closed on May 29, 2020. Fourteen (14) vendors submitted a bid response. The proposals were reviewed and evaluated by an evaluation committee. Each RFP response was evaluated based on the criteria set forth in the RFP.

The proposals received were from providers that have the expertise and knowledge in providing senior services and each proposal identified their requested service delivery area. The proposed rates to fulfil the delivery service were subjected to a Best and Final Offer (BAFO) issued by County Purchasing and responded to by the bidding service providers. Based on the evaluation criteria of the RFP and the Best & Final Offer, the evaluation team determined ten (10) vendors to be the most responsive and responsible bidders. Two vendors did not meet the requirements defined in the scope of work of the RFP.

The agreement between RCOoA and the CDA describes the requirements for service delivery. The services are reported, monitored and costs are billed monthly after the service has been delivered in accordance with the requirements. A year-end report from each service provider is reconciled annually to review the cost appropriateness of service delivery, along with service goal achievements.

ATTACHMENTS:

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

ATTACHMENT A. List of Amendments to the Riverside County Office on Aging Standard Agreements RCOoA 2020-21, Service Providers, and Awarded Amount Increase for FY 2020-21

ATTACHMENT B. List of Riverside County Office on Aging Standard Agreements RCOoA 2020-21 Service Providers, Programs, and Awarded Amounts for FY 2020-21



Gregory F. Priamos, Director County Counsel 12/24/2020

ATTACHMENT A

| Amendment # | Service Provider | Awarded Amount Increase for FY 2020-21 |
|--------------------------------|---|---|
| Amendment No. 8 (Ombudsman) | Council on Aging – Southern California, Inc. | \$66,062 |
| Amendment No. 9 | Family Service Association | \$248,358 |
| Amendment No. 11 | Mizell Center | \$18,806 |
| Amendment No. 9 | Sodexo America, LLC | \$520,000 |

ATTACHMENT B

| Service Provider | Program | Awarded Amount for FY 2020-21 |
|--|---|--|
| Care Connexus, Inc. | Title IIIB Assisted Transportation & Title IIIE Family Caregiver Support Program | \$25,964 |
| Colorado River Senior Citizens | Title IIIB Supportive Services | \$39,704 |
| Council On Aging- Southern California, Inc. | Title IIIB & Title VII Local Ombudsman Program Services | \$601,598 |
| Council On Aging- Southern California, Inc. | HICAP | \$336,194 |
| Family Service Association | Title IIIC-1 & Title IIIC-2 Elderly Nutrition Program | \$1,306,540 |
| Independent Living Partnership | Title IIIB Assisted Transportation | \$57,639 |
| Inland Caregiver Resource Center | Title IIIB Supportive Services & Title IIIE Family Caregiver Support Program | \$315,684 |
| Inland Counties Legal Services, Inc. | Title IIIB Legal Assistance | \$96,217 |
| Mizell Center | Title IIIC-1 & Title IIIC-2 Elderly Nutrition Program | \$1,568,706 |
| Riverside-San Bernardino County Indian Health, Inc. | Title IIIC-1 & Title IIIC-2 Elderly Nutrition Program | \$138,120 |
| Sodexo America, LLC | Title IIIC-1 & Title IIIC-2 Elderly Nutrition Program | \$2,165,844 |

Riverside County Office on Aging
 Standard Agreement
 OOA 2020-21

Amendment No. 8

1. This Amendment No. 8 is entered into between the County of Riverside, a political subdivision of the state of California, on behalf of:

OFFICE ON AGING

and

COUNCIL ON AGING - SOUTHERN CALIFORNIA, INC. a California nonprofit corporation, ("Service Provider")

That certain Standard Agreement, executed July 25, 2017, Agency Item 3.41 ("Agreement"), with a first amendment executed on March 20, 2018, a second amendment executed on September 5, 2018, a third amendment executed on January 30, 2019, a fourth amendment executed on August 9, 2019, a fifth amendment executed on December 12, 2019, a sixth amendment executed on July 21, 2020, and a seventh amendment executed on August 4, 2020, is hereby amended an eighth time as follows:

2. The Agreement period of performance, as amended, is:

July 1, 2017 to September 30, 2020

3. a. This Amendment No. 8 increases the maximum obligation of the Office on Aging to pay the Service Provider for Fiscal Year 2020/21 by:

\$56,062

3. b. The maximum obligation of the Office on Aging to pay the Service Provider for Fiscal Year 2020/21 is:

\$164,400

One Hundred Sixty-Four Thousand Four Hundred Dollars

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

Exhibit B1: Service Provider Budget Allocation Summary FY 2020/21 - Amendment No. 8

5. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

6. This Amendment No. 8 to the Agreement shall become effective upon signature of both parties on September 1, 2020, whichever should come first.

IN WITNESS WHEREOF, this Amendment No. 8 for services has been executed by an authorized agent of each party.

| SERVICE PROVIDER | COUNTY OF RIVERSIDE |
|---|---|
| <u>Council On Aging - Southern California, Inc.</u> | <u>Office on Aging</u> |
| Date Signed: <u>10/22/2020</u> | Date Signed: <u>JAN 12 2021</u> |
| BY: <u>[Signature]</u> | BY: <u>Karen S. Spiegel</u> |
| Printed Name: <u>Lisa Wright (Verano)</u> | Printed Name: <u>KAREN SPIEGEL</u> |
| Title: <u>President & CEO</u> | Title: <u>Chair, Board of Supervisors</u> |
| Address: | Address: |
| <u>2 Executive Circle, Suite 175 Irvine, CA 92614</u> | <u>2610 Central Avenue, Suite 300 Riverside, CA 92506</u> |

ATTEST:
 KECIA R. HARPER, Clerk
 By [Signature]
 DEPUTY

FORWARDED COUNTY COUNSEL
 BY: [Signature]
 DANIELLE D. MALAND

JAN 12 2021 3:25



Riverside County Office on Aging Exhibit B.1 Service Provider Budget Allocation Summary Amendment NO. 8



Fiscal Year 2020-2021
July 1, 2020 to September 30, 2020
COUNCIL ON AGING - SOUTHERN CALIFORNIA, INC.
OMBUDSMAN

| Project Grant | Funded Program | Service Unit Reporting Description | Unit Description | CFDA # | Number of Units | Unit Rate | Federal Funding | State Funding | Maximum Obligation |
|------------------------|--------------------------------------|--|------------------|--------|-----------------|---|-----------------|---------------|--------------------|
| OA61805FY21 | Title III B Ombudsman | Complaint/Abuse Investigation and Facility Monitoring - Title III B | 1 Hour | 93,044 | 161 | \$69.95 | \$11,284 | | \$11,284 |
| OA61806FY21 | Title VIIa Ombudsman | Complaint/Abuse Investigation and Facility Monitoring - Title VIIa | 1 Hour | 93,042 | 217 | \$69.95 | \$15,181 | | \$15,181 |
| OA61804FY21 | Title III B Ombudsman - General Fund | Complaint/Abuse Investigation and Facility Monitoring - Title III B General Fund | Actual Cost | N/A | N/A | N/A | | \$31,493 | \$31,493 |
| OA61926FY21 | Ombudsman | Volunteer Recruitment - Citation and Penalties | Actual Cost | N/A | N/A | N/A | | \$10,919 | \$10,919 |
| OA61929FY21 | Ombudsman | SNF Quality and Accountability | Actual Cost | N/A | N/A | N/A | | \$24,337 | \$24,337 |
| OA61927FY21 | Ombudsman | Public Health Licensing and Certification | Actual Cost | N/A | N/A | N/A | | \$5,124 | \$5,124 |
| | | | | | | FY 2020/21 INITIAL ALLOCATION TOTAL | | | \$98,338 |
| Amendment NO. 8 | | | | | | | | | |
| OA61804FY21 | Title III B Ombudsman - General Fund | Complaint/Abuse Investigation and Facility Monitoring - Title III B General Fund | Actual Cost | N/A | N/A | N/A | | \$66,062 | \$66,062 |
| | | | | | | AMENDMENT NO. 8 ALLOCATION TOTAL | | | \$66,062 |
| | | | | | | FY 2020-21 MAXIMUM CONTRACT OBLIGATION | | | \$164,400 |

Riverside County Office on Aging
 Standard Agreement
 OOA 2020-21

Amendment No. 9

1. This Amendment No. 9 is hereby entered into by the County of Riverside, a public body of the state of California, on behalf of its

OFFICE ON AGING

and

FAMILY SERVICE ASSOCIATION, a California nonprofit corporation, (Service Provider)

Whereas the parties entered into their earlier Standard Agreement, approved July 29, 2017, Agenda Item 3.4 ("Agreement"), with a first amendment executed on April 15, 2019, a second amendment executed on August 2, 2019, a third amendment executed on February 7, 2020, a fourth amendment executed on June 18, 2020, a fifth amendment executed on August 9, 2020, a sixth amendment executed on April 22, 2020, a seventh amendment executed on May 27, 2020, and an eighth amendment executed on August 4, 2020, the Agreement is hereby amended as follows:

2. The Agreement period of performance, as amended, is:

July 1, 2017 to September 30, 2020

3. a. The Amendment No. 9 increases the maximum obligation of the Office on Aging to pay the Services provided for Fiscal Year 2020/21 by

\$ 24,000

3. b. The maximum obligation of the Office on Aging to pay the Service Provider for Fiscal Year 2020/21 is

\$ 49,800

Four Hundred Eighty-Eight Thousand Three Hundred Dollars

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

Exhibit A: Scope of Services - 1.6a-1C-1 and 1.6a-1C-2 Elderly Nutrition Program - Amendment No. 8

Exhibit B: Service Provider Budget Allocation Summary FY2020/21 - Amendment No. 9

5. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

6. This Amendment No. 9 to the Agreement shall become effective upon a signature of both parties on September 1, 2020, whichever should come first.

IN WITNESS WHEREOF, the Amendment No. 9 to service has been executed by an authorized agent of each party:

| SERVICE PROVIDER | COUNTY OF RIVERSIDE |
|---|--|
| Family Service Association | Office on Aging |
| Date Signed: <u>10-26-2020</u> | Date Signed: <u>JAN 12 2021</u> |
| Signature: <u>Judith Wood</u> | Signature: <u>Karen S. Spiegel</u> |
| Printed Name: <u>Judith Wood</u> | Printed Name: <u>KAREN SPIEGEL</u> |
| Title: <u>CEO</u> | Title: <u>Chair, Board of Supervisors</u> |
| Address: <u>21222 Box Springs Rd Menlo Park, CA 94027</u> | Address: <u>3610 Care of Avenue, Suite 300 Riverside, CA 92503</u> |

ATTEST:
 KECIA R. HARPER, CLERK
 By [Signature]
 DEPUTY

TURNED TO COUNTY COUNSEL
[Signature]
 J. MALAND

JAN 12 2021 3.25

EXHIBIT A: SCOPE OF SERVICE - AMENDMENT NO. 9

Fiscal Year 2020/2021

July 1, 2020 through September 30, 2020

FAMILY SERVICE ASSOCIATION

**TITLE IIIC-1 & TITLE IIIC-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 County 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:

SA2: Riverside/Jurupa Valley, Eddie D. Smith Senior Center (C1); Highgrove (C1)

SA3: Moreno Valley (C1 & C2), Perris (C1)

SA4: Menifee (C1)

SA6: Banning, Beaumont, Calimesa, Cabazon (C1)

SA7: Hemet/San Jacinto; East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista (C2)

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

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

1. Congregate Meal Eligibility:

- a. Any person sixty (60) years of age or older; or the spouse of any person sixty (60) years of age or older; or
- b. 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
- c. A disabled individual who resides at home and accompanies an older individual eligible under the OAA.
- d. 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 dietician (or individuals with comparable expertise.) The registered dietician shall:
 - a. Participate in developing the nutrition services policies, procedures, and standards.
 - b. Participate in developing and evaluating the AAA Request for Proposal (RFP) concerning nutrition services, as described in Sections 7352 through 7364 of this Title 22 Division 1.8.
 - d. Participate in Area Plan development related to nutrition services, as described in Sections 7300 through 7320 of Title 22 Division 1.8.
 - e. Conduct appropriate meal analysis to ensure each meal provided meets the 1/3 of the Recommended Dietary Allowances (RDAs) and are safe and of good quality. Documentation of analysis must be retained on file and made available for review upon request.
3. Comply with the California Retail Food Code (CRFC) and the local health department regarding safe and sanitary preparation and service of meals.
4. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
5. At a minimum, perform quarterly monitoring of service delivery practices ensuring safe food handling and sanitation practices of food facilities are being followed.

6. Equipment utilized in the delivery of service, may include tables and chairs. These items need to be sturdy and appropriate for older individuals. Tables will be arranged to assure ease of access and encourage socialization.
7. Program data is required to be entered into the RCOoA approved database. Data must be accurate, verifiable, timely and complete.

E. Staffing Responsibilities:

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

IV. PROGRAM REQUIREMENTS:

A. Nutrition Service Provider Administration:

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

V. SERVICE OBJECTIVES

A. Congregate Meal Program:

1. Number of annual units of service 61,616

2. Number of new seniors to be served As referred by OoA
3. Meals are provided 5 days a week
4. Meals are provided 64 days a year
5. Total number of volunteers _____
6. Suggested eligible participant donation \$3.00
7. Non-eligible fee per meal \$6.00

8. Congregate sites where services will be delivered are identified below:

| | |
|---|--|
| Site: <u>Banning Senior Center</u> Address: <u>769 N. Gorgonio Ave.</u> <u>Banning, CA 92220</u> Phone #: <u>951-849-1920</u> Staff person: <u>Mary Beltran</u> Hours of Operation: <u>M-F 11:30am-12:30pm</u> Number of meals: <u>6,426</u> Annual site costs: <u>\$40,160</u> | Site: <u>Norton Younglove Community Center</u> Address: <u>495 Center St.</u> <u>Highgrove, CA 92507</u> Phone #: <u>951-341-6634</u> Staff person: <u>Leila Santamaria</u> Hours of Operation: <u>M-F 11:30am-12:30pm</u> Number of meals: <u>3,436</u> Annual site costs: <u>\$20,915</u> |
| Site: <u>Calimesa Senior Center</u> Address: <u>908 Park Avenue</u> <u>Calimesa, CA 92320</u> Phone #: <u>909-446-1071</u> Staff person: <u>Lisa Tiedeman</u> Hours of Operation: <u>M-F 11:30am-12:30pm</u> Number of meals: <u>3,341</u> Annual site costs: <u>\$20,883</u> | Site: <u>James Venable (Cabazon) Community Center</u> Address: <u>50390 Carmen Ave.</u> <u>Cabazon, CA 92230</u> Phone #: <u>951-922-1097</u> Staff person: <u>Deana Mann</u> Hours of Operation: <u>Tues. Wed and Fri. 11:30-12:30</u> Number of meals: <u>1,542</u> Annual site costs: <u>\$9,638</u> |
| Site: <u>Kay Cenicerros Senior Center</u> Address: <u>29995 Evans Rd.</u> <u>Menifee, CA 92586</u> Phone #: <u>951-679-0119</u> Staff person: <u>Cecilia Molina</u> Hours of Operation: <u>M-F 11:30am-12:30pm</u> Number of meals: <u>13,068</u> Annual site costs: <u>\$81,675</u> | Site: <u>Moreno Valley Senior Center</u> Address: <u>25075 Fir St.</u> <u>Moreno Valley, CA 92553</u> Phone #: <u>9951-247-1667</u> Staff person: <u>Maria Birts</u> Hours of Operation: <u>M-F 11:30am-12:30pm</u> Number of meals: <u>17,438</u> Annual site costs: <u>\$108,988</u> |
| Site: <u>Perris Senior Center</u> Address: <u>100 North "D" St.</u> <u>Perris, CA 92570</u> Phone #: <u>951-943-4190</u> | Site: <u>San Jacinto Senior Center</u> Address: <u>625 South Pico Ave.</u> <u>San Jacinto, CA 92563</u> Phone #: <u>951-654-2054</u> |

| | |
|--|--|
| Staff person: <u>Rose Quinones</u> Hours of Operation: <u>M-F 11:30am-12:30pm</u> Number of meals: <u>4,884</u> Annual site costs: <u>\$30,522</u> | Staff person: <u>Millie Riguelme</u> Hours of Operation: <u>M-F 11:30am-12:30pm</u> Number of meals: <u>14,379</u> Annual site costs: <u>\$89,869</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: _____ Hours of Operation: <u>M-F 11:30am-12:30pm</u> Number of meals: <u>17,881</u> Annual site costs: <u>\$111,755</u> | _____ _____ _____ _____ _____ _____ _____ _____ |

B. Home Delivered Meals Program:

- 1. Number of annual units of service 16,513
- 2. Number of new seniors to be served As referred by OoA
- 3. Meals are delivered 1 days a week
- 4. Meals are provided for 7 days a week
- 5. Meals are provided for 92 days a year
- 6. Total number of volunteers _____
- 7. Suggested eligible participant donation \$3.00

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

| | |
|---|---|
| Site: <u>Rubidoux Warehouse</u> Address: <u>5317 Mission Inn Ave.</u> <u>Jurupa Valley, CA 92509</u> Phone #: <u>951-214-6513</u> | Site: <u>San Jacinto Senior Center</u> Address: <u>625 South Pico Ave.</u> <u>San Jacinto, CA 92563</u> Phone #: <u>951-654-2054</u> |
| Site: <u>Moreno Valley Senior Center</u> Address: <u>25075 Fir St.</u> <u>Moreno Valley, CA 92553</u> Phone #: <u>951-247-1667</u> | Site: _____ Address: _____ _____ Phone #: _____ |

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

| ROUTE | MILES | ROUTE | MILES |
|-------------|-----------|-------------|-----------|
| <u>MV 1</u> | <u>43</u> | <u>SJ 1</u> | <u>25</u> |
| <u>MV 2</u> | <u>36</u> | <u>SJ 2</u> | <u>25</u> |
| _____ | _____ | <u>SJ 3</u> | <u>25</u> |

| | | | |
|--|--|------|----|
| | | SJ 4 | 25 |
| | | SJ 5 | 25 |
| | | SJ 6 | 25 |
| | | | |



Riverside County Office on Aging
 Exhibit B.1 Service Provider Budget Allocation Summary
 Amendment No. 9



FY 2020/2021
 July 1, 2020 to September 30, 2020
 Family Service Association

| Project Grant | Funded Program | Service Unit Reporting Description | CFDA # | Number of Units | Unit Rate | Federal Funding | State Funding | RCOoA Maximum Obligation |
|------------------------|--|------------------------------------|--------|-----------------|-----------|--|---------------|--------------------------|
| OA60751FY21 | Title IIIC1: Congregate Nutrition | 1 Meal Served | 93.045 | 18,326 | \$6.25 | \$114,535 | | \$114,535 |
| OA60753FY21 | Title IIIC1: Congregate Nutrition - General Fund | 1 Meal Served | 93.045 | 2,355 | \$6.25 | | \$14,721 | \$14,721 |
| OA60750FY21 | Title IIIC1: Nutrition Services Incentive Program* | 1 Meal Served | 93.045 | 3,348 | \$6.25 | \$20,927 | | \$20,927 |
| | | | | 24,029 | | Title C1: Congregate Nutrition Subtotal | | \$150,182 |
| OA60451FY21 | Title IIIC2: Home Delivered Nutrition | 1 Meal Served | 93.045 | 10,511 | \$6.25 | \$65,695 | | \$65,695 |
| OA60453FY21 | Title IIIC2: Home Delivered Nutrition - General Fund | 1 Meal Served | 93.045 | 1,552 | \$6.25 | | \$9,702 | \$9,702 |
| OA60450FY21 | Title IIIC2: Nutrition Services Incentive Program* | 1 Meal Served | 93.045 | 2,298 | \$6.25 | \$14,362 | | \$14,362 |
| | | | | 14,362 | | Title C2: Home Delivered Nutrition Subtotal | | \$89,760 |
| | | | | 38,391 | | FY 2020/21 INITIAL ALLOCATION TOTAL | | \$239,942 |
| Amendment No. 9 | | | | | | | | |
| OA42119FY21B | Title IIIC1: COVID 19 Relief - CARES Act | 1 Meal Served | 93.045 | 61,616 | \$6.25 | \$385,099 | | \$385,099 |
| OA60751FY21 | Title IIIC1: Congregate Nutrition | 1 Meal Served | 93.045 | (18,326) | \$6.25 | (\$114,535) | | (\$114,535) |
| OA60753FY21 | Title IIIC1: Congregate Nutrition - General Fund | 1 Meal Served | 93.045 | (2,355) | \$6.25 | | (\$14,721) | (\$14,721) |
| OA60750FY21 | Title IIIC1: Nutrition Services Incentive Program* | 1 Meal Served | 93.045 | (3,348) | \$6.25 | (\$20,927) | | (\$20,927) |
| | | | | 37,587 | | Title C1: Congregate Nutrition Subtotal | | \$234,917 |
| OA42119FY21C | Title IIIC2: COVID 19 Relief - CARES Act | 1 Meal Served | 93.045 | 525 | \$6.25 | \$3,281 | | \$3,281 |
| OA60451FY21 | Title IIIC2: Home Delivered Nutrition | 1 Meal Served | 93.045 | (10,511) | \$6.25 | (\$65,695) | | (\$65,695) |
| OA60453FY21 | Title IIIC2: Home Delivered Nutrition - General Fund | 1 Meal Served | 93.045 | 1,083 | \$6.25 | | \$6,770 | \$6,770 |
| OA60450FY21 | Title IIIC2: Nutrition Services Incentive Program* | 1 Meal Served | 93.045 | 11,054 | \$6.25 | \$69,085 | | \$69,085 |
| | | | | 2,151 | | Title C2: Home Delivered Nutrition Subtotal | | \$13,441 |
| | | | | 39,737 | | AMENDMENT NO. 9 ALLOCATION TOTAL | | \$248,358 |
| | | | | 78,128 | | FY 2020/21 MAXIMUM CONTRACT OBLIGATION | | \$488,300 |

* NSIP (Nutrition Services Incentive Program) funding must be spent on Food Only.

Riverside County Office on Aging
 Standard Agreement
 OOA 2020-21

Amendment No. 11

1. This Amendment, No. 11 is entered into between the County of Riverside, a political subdivision of the state of California, on behalf of its

OFFICE ON AGING

and

MIZELL CENTER, a California nonprofit corporation, (formerly MIZELL SENIOR CENTER OF PALM SPRINGS) ("Service Provider")

That certain Standard Agreement, approved July 25, 2017, Agenda Item 3.42 ("Agreement"), with a first amendment executed on April 3, 2018, a second amendment executed on June 18, 2018, a third amendment executed on August 2, 2018, a fourth amendment executed on January 30, 2019, a fifth amendment executed on May 8, 2019, a sixth amendment executed on June 18, 2019, a seventh amendment executed on September 10, 2019, an eighth amendment executed on April 15, 2020, a ninth amendment executed on May 20, 2020, and a tenth amendment executed on August 4, 2020, is hereby amended an eleventh time as follows:

2. The Agreement period of performance, as amended, is
July 1, 2017 to September 30, 2020

3 a. This Amendment No. 11 increases the maximum obligation of the Office on Aging to pay the Service Provider for Fiscal Year 2020/21 by: \$18,805

3. b. The maximum obligation of the Office on Aging to pay the Service Provider for Fiscal Year 2020/21 is: \$280,088

Two Hundred Ninety Thousand Ninety-Eight Dollars

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

- Exhibit A: Scope of Service - Title III-C1 and Title III-C2 Elderly Nutrition Program - Amendment No. 11
- Exhibit B.1: Service Provider Budget Allocation Summary FY2020/21 - Amendment No. 11

5. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

6. This Amendment No. 11 to the Agreement shall become effective upon signature of both parties on September 1, 2020, whichever should come first.

IN WITNESS WHEREOF, this Amendment No. 11 for services has been executed by an authorized agent of each party.

| SERVICE PROVIDER | COUNTY OF RIVERSIDE |
|---|---|
| Mizell Center | Office on Aging |
| Date Signed: <u>10/21/2020</u> | Date Signed: <u>JAN 12 2021</u> |
| By: <u>Wes Winter</u> | By: <u>Karen S. Spiegel</u> |
| Printed Name: Wes Winter | Printed Name: <u>KAREN SPIEGEL</u> |
| Title: Executive Director | Title: Chair Board of Supervisors |
| Address: 480 South Sunrise Way Palm Springs, CA 92262 | Address: 3510 Central Ave., Suite 300 Riverside, CA 92506 |

ATTEST:
 KECIA R. HARPER, Clerk
 By: [Signature] DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: [Signature]
 DANIELLE D. MALAND

JAN 12 2021 3.25

EXHIBIT A: SCOPE OF SERVICE – AMENDMENT 11

Fiscal Year 2020/2021

July 1, 2020 through September 30, 2020

MIZELL CENTER

**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:

SA8: Desert Hot Springs/Palm Springs/Cathedral City; Desert Edge, Garnet, Sky Valley, Thousand Palms, Whitewater

SA9: Rancho Mirage/Palm Desert/Indian Wells; Desert Palms

SA10: La Quinta/Indio/Coachella; Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Vista Santa Rosa

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

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

1. Congregate Meal Eligibility:
 - a. Any person sixty (60) years of age or older; or
 - b. The spouse of any person sixty (60) years of age or older; or
 - c. A disabled person as defined in Older Americans Act (OAA) Sec. 102 (8) (9) under age sixty (60) who resides in housing facilities occupied primarily by older persons at which 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 dietician (or individuals with comparable expertise.) The registered dietician shall:
 - a. Participate in developing the nutrition services policies, procedures, and standards.
 - b. Participate in developing and evaluating the AAA Request for Proposal (RFP) concerning nutrition services, as described in Sections 7352 through 7364 of this Title 22 Division 1.8.
 - d. Participate in Area Plan development related to nutrition services, as described in Sections 7300 through 7320 of Title 22 Division 1.8.
 - e. Conduct appropriate meal analysis to ensure each meal provided meets the 1/3 of the Recommended Dietary Allowances (RDAs) and are safe and of good quality. Documentation of analysis must be retained on file and made available for review upon request.
3. Comply with the California Retail Food Code (CRFC) and the local health department regarding safe and sanitary preparation and service of meals.
4. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
5. At a minimum, perform quarterly monitoring of service delivery practices ensuring safe food handling and sanitation practices of food facilities are being followed.
6. Equipment utilized in the delivery of service, may include tables and chairs. These items need to be sturdy and appropriate for older individuals. Tables will be arranged to assure ease of access and encourage socialization.
7. Program data is required to be entered into the RCOoA approved database. Data must be accurate, verifiable, timely and complete.

E. Staffing Responsibilities:

1. All staff and volunteer(s) providing service(s) shall receive a minimum of 4 hours of training annually to perform their assigned responsibilities. The training curriculum content for all staff training complies with subsection 7636.5(c). At a minimum, training shall include the following topics:
 - a. Food safety, prevention of foodborne illness, and Hazard Analysis Critical Control Point (HACCP) principles.
 - b. Accident prevention, instruction on fire safety, first aid, choking, driving, earthquake preparedness,

- and other emergency procedures.
 - c. Elder Abuse detection and reporting processes.
2. A volunteer under age 60 may be offered a meal if doing so will not deprive an older individual of a meal.

IV. PROGRAM REQUIREMENTS:

A. Nutrition Service Provider Administration:

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

V. SERVICE OBJECTIVES

A. Congregate Meal Program:

1. Number of annual units of service 17,269
2. Number of new seniors to be served 10
3. Meals are provided 5 days a week
4. Meals are provided 64 days a year
5. Total number of volunteers 0
6. Suggested eligible participant donation \$3.00
7. Non-eligible fee per meal \$5.00
8. The following sites are approved Congregate Meal locations.

| | | | |
|---------------------|------------------------------|---------------------|-----------------------------|
| Site: | <u>Mizell Senior Center</u> | Site: | <u>The Pointe</u> |
| Address: | <u>480 S. Sunrise Way</u> | Address: | <u>3200 Baristo Rd</u> |
| | <u>Palm Springs, CA</u> | | <u>Palm Springs, CA</u> |
| Phone #: | <u>760-323-5689</u> | Phone #: | <u>760-320-8756</u> |
| Staff person: | <u>Laura Castillo</u> | Staff person: | <u>Paula Padelford</u> |
| Hours of Operation: | <u>M-F:11:15am – 12:15pm</u> | Hours of Operation: | <u>T, Th: 11:30-12:00pm</u> |
| Number of meals: | <u></u> | Number of meals: | <u></u> |
| Annual site costs: | <u></u> | Annual site costs: | <u></u> |

| | |
|--|---|
| Site: Mecca Center Address: 65250 Cahuilla St Mecca, CA Phone #: 760-347-3484 Staff person: Kanna Rodriguez Hours of Operation: T, W, Th: 11:30am-12:30pm Number of meals: Annual site costs: | Site: Desert Hot Springs Senior Center Address: 11-777 West Drive Desert Hot Springs, CA Phone #: 760-329-0222 Staff person: TBD Hours of Operation: M-F: 11:30am-12:30pm Number of meals: Annual site costs: |
| Site: Cathedral City Senior Center Address: 37171 Buddy Rogers Dr Cathedral City, CA Phone #: 760-321-1548 Staff person: Robert McKechnie Hours of Operation: M-F: 11:00am-12:00pm Number of meals: Annual site costs: | Site: Indio Senior Center Address: 45700 Aladdin St Indio, CA Phone #: 760-391-4171 Staff person: Nancy Vance Hours of Operation: T, Th: 11:30am -12:15pm Number of meals: Annual site costs: |
| Site: Coachella Senior Center Address: 1540 7 th St. Coachella, CA Phone #: 760-398-0104 Staff person: Maria Arcos Hours of Operation: M-F: 11:30am-12:30pm Number of meals: Annual site costs: | Site: Jerry Rummonds Senior Center Address: 87229 Church St Thermal, CA Phone #: 760-347-3484 Staff person: Kanna Rodriguez Hours of Operation: M-F: 11:30am-12:00pm Number of meals: Annual site costs: |
| PILOT SITE: Joslyn Center (Palm Desert) Address: 73750 Catalina Way Palm Desert, CA Phone #: 760-340-3220 Staff person: Hours of Operation: W, F: 11:45am-12:30pm Number of meals: Annual site costs: PILOT June 1, 2019 - June 30, 2020 | PILOT SITE: North Shore Beach &Yacht Club Address: 99155 Sea View Dr. North Shore, CA Phone #: 760-347-3484 Staff person: Hours of Operation: T, Th: 11:30am-12:00pm Number of meals: Annual site costs: PILOT June 1, 2019 - June 30, 2020 |

B. Home Delivered Meals Program:

1. Number of annual units of service 27,484
2. Number of new seniors to be served _____

- 3. Meals are delivered 5 days a week
- 4. Meals are provided for 7 days a week
- 5. Meals are provided 92 days a year
- 6. Total number of volunteers 0
- 7. Suggested eligible participant donation \$3.00

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

| | | |
|----------|------------------------------|--|
| Site: | <u>Mizell Senior Center</u> | |
| Address: | <u>480 S. Sunrise Way</u> | |
| | <u>Palm Springs CA 92262</u> | |
| Phone #: | <u>760-323-5689</u> | |

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

| ROUTE | MILES | ROUTE | MILES |
|--------------------------------|------------|-------------------------------|------------|
| <u>S. Palm Springs</u> | <u>35</u> | <u>N. Palm Springs</u> | <u>40</u> |
| <u>Cathedral City</u> | <u>60</u> | <u>LaQuinta, PD, RM, IW</u> | <u>110</u> |
| <u>N. PD, Indio, Coachella</u> | <u>115</u> | <u>NShore, Thermal, Mecca</u> | <u>160</u> |
| <u>Desert Hot Springs</u> | <u>65</u> | | |



Riverside County Office on Aging
 Exhibit B.1 Service Provider Budget Allocation Summary
 Amendment No. 11



Fiscal Year 2020/2021
 July 1, 2020 to September 30, 2020
 MIZELL CENTER

| Project Grant | Funded Program | Service Unit Reporting Description | CFDA # | Number of Units | Unit Rate | Federal Funding | State Funding | RCOoA Maximum Obligation |
|---------------|--|------------------------------------|--------|-----------------|-----------|--|---------------|--------------------------|
| OA42019FY21 | Title IIIC1: Congregate Meals - COVID Relief | 1 Meal Served | 93.045 | 14,019 | \$6.39 | \$89,582 | | \$89,582 |
| OA60451FY21 | Title IIIC2: Home-Delivered Nutrition | 1 Meal Served | 93.045 | 27,784 | \$6.54 | \$181,710 | | \$181,710 |
| | | | | 41,803 | | FY 2020/2021 AMENDMENT NO. 10 TOTAL | | \$271,292 |
| OA42019FY21 | Title IIIC1: Congregate Meals - COVID Relief | 1 Meal Served | 93.045 | 3,250 | \$6.39 | \$20,768 | | \$20,768 |
| OA60451FY21 | Title IIIC2: Home-Delivered Nutrition | 1 Meal Served | 93.045 | -300 | \$6.54 | -\$1,962 | | -\$1,962 |
| | | | | 2,950 | | FY 2020/2021 AMENDMENT NO. 11 TOTAL | | \$18,806 |
| | | | | 44,754 | | FY 2020/2021 MAXIMUM OBLIGATION TOTAL | | \$290,098 |

1. This Amendment No. 9 is entered into between the County of Riverside, a political subdivision of the state of California, on behalf of its

OFFICE ON AGING

and

SODEXO AMERICA, LLC, a Delaware limited liability company, ("Service Provider").

That certain Standard Agreement, approved July 25, 2017, Agenda Item 3.42 ("Agreement"), with a first amendment executed April 3, 2018, a second amendment executed August 30, 2018, a third amendment executed April 3, 2019, a fourth amendment executed August 1, 2019, a fifth amendment executed September 11, 2019, a sixth amendment executed April 21, 2020, a seventh amendment executed May 13, 2020, and an eighth amendment executed on August 4, 2020, is hereby amended in ninth time as follows.

2. The Agreement period of performance, as amended, is:

July 1, 2017 to September 30, 2020

3. a. This Amendment No. 9 increases the maximum obligation of the Office on Aging to pay the Services Provided for Fiscal Year 2020/21 by \$ 520,000

3. b. The maximum obligation of the Office on Aging to pay the Service Provider for Fiscal Year 2020/21 is: \$ 487,650

Eight Hundred Ninety-Seven Thousand Six Hundred Fifty Dollars

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

Exhibit A: Scope of Service - Title IIC-1 and Title IIC-2 Elderly Nutrition Program - Amendment No. 9

Exhibit B.1: Service Provider Budget Allocation Summary FY 2020/21 - Amendment No. 9

5. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

6. This Amendment No. 9 to the Agreement shall become effective upon signature of both parties on September 1, 2020, whichever should come first.

7. **Electronic Signatures.** This Amendment No. 9 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Amendment No. 9 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Amendment No. 9. The parties further agree that the electronic signatures of the parties included in this Amendment No. 9 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (f) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, this Amendment No. 9 for services has been executed by an authorized agent of each party.

| SERVICE PROVIDER | COUNTY OF RIVERSIDE |
|---|--|
| Sodexo America, LLC | Office on Aging |
| Date Signed: <u>Oct 26, 2020</u> | Date Signed: <u>JAN 12 2021</u> |
| BY: <u>Jennifer King</u> <small>(Signature Image: Oct 26, 2020 10:51 AM PST)</small> | BY: <u>Karen S. Spiegel</u> |
| Printed Name: Jennifer King | Printed Name: <u>KAREN SPIEGEL</u> |
| Title: Senior Vice President | Title: <u>Clerk - Board of Supervisors</u> |
| Address: 8601 Washington Boulevard Columbia, MD 21046 | Address: 2610 Central Ave. Suite 300 Riverside, CA 92506 |

ATTEST:
KECIA R. HARPER, Clerk
 By [Signature]
DEPUTY

FORWARDED TO COUNTY COUNSEL
[Signature]
 COUNTY COUNSEL

EXHIBIT A: SCOPE OF SERVICE – AMENDMENT 9

Fiscal Year 2020/2021
July 1, 2020 through September 30, 2020

SODEXO AMERICA, LLC

**TITLE IIIC-1 & Title IIIC-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/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 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 dietician (or individuals with comparable expertise.) The registered dietician 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.
 - c. Participate in Area Plan development related to nutrition services, as described in Sections 7300 through 7320 of Title 22 Division 1.8.
 - d. Conduct appropriate meal analysis to ensure each meal provided meets the 1/3 of the Recommended Dietary Allowances (RDAs) and are safe and of good quality. Documentation of analysis must be retained on file and made available for review upon request.
3. Comply with the California Retail Food Code (CRFC) and the local health department regarding safe and sanitary preparation and service of meals.
4. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
5. At a minimum, perform quarterly monitoring of service delivery practices ensuring safe food handling and sanitation practices of food facilities are being followed.
6. Equipment utilized in the delivery of service, may include tables and chairs. These items need to be sturdy and appropriate for older individuals. Tables will be arranged to assure ease of access and encourage socialization.
7. Program data is required to be entered into the RCOoA approved database. Data must be accurate, verifiable, timely and complete.

E. Staffing Responsibilities:

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

IV. PROGRAM REQUIREMENTS:

A. Nutrition Service Provider Administration:

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

V. SERVICE OBJECTIVES

A. Congregate Meal Program:

1. Number of annual units of service 118,908
2. Number of new seniors to be served _____
3. Meals are provided 5 days a week
4. Meals are provided 64 days a year
5. Total number of volunteers 10
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:

| | |
|--|---|
| <p>Site: Norco Senior Center</p> <p>Address: 2690 Clark Ave. Norco, CA 92861</p> <p>Phone #: 951-270-5646</p> <p>Staff person: James Yorty</p> <p>Hours of Operation: M-F 11:30am-12:30pm</p> <p>Number of meals: 24 per day</p> <p>Annual site costs:</p> | <p>Site: Charles Meigs Senior Center</p> <p>Address: 21091 Rider St. Mead Valley, CA 92570</p> <p>Phone #: 951-210-1580</p> <p>Staff person: Reyes Navarro</p> <p>Hours of Operation: M-F 12:00pm-1:00pm</p> <p>Number of meals: 54 per day</p> <p>Annual site costs:</p> |
| <p>Site: Lake Elsinore Senior Center</p> <p>Address: 420 E. Lakeshore Dr. Lake Elsinore, CA 92530</p> <p>Phone #: 951-674-3124</p> <p>Staff person: Chanda Benz</p> <p>Hours of Operation: M-F 11:30am to 12:30pm</p> <p>Number of meals: 37 per day</p> <p>Annual site costs:</p> | <p>Site: Moses-Shaffer Comm. Ctr.</p> <p>Address: 21565 Steele Peak Dr. Perris, CA 92570</p> <p>Phone #: 951-943-9126</p> <p>Staff person: Jack Woodruff</p> <p>Hours of Operation: M-F 12:00pm to 1:00pm</p> <p>Number of meals: 13 per day</p> <p>Annual site costs:</p> |
| <p>Site: Murrieta Senior Center</p> <p>Address: 41717 Juniper St. Murrieta, CA 92595</p> <p>Phone #: 951-461-6122</p> <p>Staff person: Rhonda Favero</p> <p>Hours of Operation: M-F 11:30am-12:30pm</p> <p>Number of meals: 28 per day</p> <p>Annual site costs:</p> | <p>Site: Mary Phillips Senior Center</p> <p>Address: 41845 Sixth St. Temecula, CA 92595</p> <p>Phone #: 951-694-6464</p> <p>Staff person: Vanessa Caberera</p> <p>Hours of Operation: M-F 11:30am -12:30pm</p> <p>Number of meals: 32 per day</p> <p>Annual site costs:</p> |
| <p>Site: UCR Extension</p> <p>Address: 1200 University Ave. Riverside, CA 92507</p> <p>Phone #: 951-827-3613</p> <p>Staff person:</p> <p>Hours of Operation: M-F 11:00am-12:00pm</p> <p>Number of meals: 10 per day</p> <p>Annual site costs:</p> | <p>Site: Stratton Senior Center</p> <p>Address: 2008 Martin Luther King Riverside, CA 92507</p> <p>Phone #: 951-826-5355</p> <p>Staff person: Volunteer</p> <p>Hours of Operation: M-F 11:30am-12:30pm</p> <p>Number of meals: 15 per day</p> <p>Annual site costs:</p> |
| <p>Site: Goeske Senior Center</p> <p>Address: 5257 Sierra St</p> | <p>Site: Corona</p> <p>Address: 801 Magnolia Ave.</p> |

| | | | |
|---------------------|---------------------|---------------------|--|
| | Riverside, CA 92509 | | Corona, CA 92879 |
| Phone #: | 951-351-9163 | Phone #: | 951-279-8406 |
| Staff person: | | Staff person: | Volunteer |
| Hours of Operation: | M-F 11:30am-12:30pm | Hours of Operation: | M-F 11:30am-12:30pm |
| Number of meals: | 55 per day | Number of meals: | 79 per day |
| Annual site costs: | | Annual site costs: | |
| Site: | | Site: | Villegas Senior Center |
| Address: | | Address: | 7240 Marguerita St. Riverside, CA 92503 |
| Phone #: | | Phone #: | 951-351-6142 |
| Staff person: | | Staff person: | Volunteer |
| Hours of Operation: | | Hours of Operation: | M-F 11:30am - 12:30pm |
| Number of meals: | | Number of meals: | 12 per day |
| Annual site costs: | | Annual site costs: | |

B. Home Delivered Meals Program:

1. Number of annual units of service 39,969
2. Number of new seniors to be served _____
3. Meals are delivered 5 days a week
4. Meals are provided for 7 days a week
5. Meals are provided 92 days a year
6. Total number of volunteers 0
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 #: | _____ |

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 | | | |



Riverside County Office on Aging
 Exhibit B.1 Service Provider Budget Allocation Summary
 Amendment No. 9



FY 2020/2021
 July 1, 2020 to September 30, 2020
 Sodexo America, LLC

| Project Grant | Funded Program | Service Unit Reporting Description | CFDA # | Number of Units | Unit Rate | Federal Funding | State Funding | County Funding | RCOoA Maximum Obligation |
|------------------------|--|------------------------------------|--------|-----------------|-----------|--|---------------|----------------|--------------------------|
| OA60751FY21 | Title IIIC1: Congregate Nutrition | 1 Meal Served | 93.045 | 12,754 | \$5.65 | \$72,063 | | | \$72,063 |
| OA60753FY21 | Title IIIC1: Congregate Nutrition - General Fund | 1 Meal Served | 93.045 | 6,450 | \$5.65 | | \$36,445 | | \$36,445 |
| OA60782FY21 | Title IIIC1: Congregate Nutrition - County | 1 Meal Served | 93.045 | 4,698 | \$5.65 | | | \$26,546 | \$26,546 |
| OA60750FY21 | Title IIIC1: Nutrition Services Incentive Program* | 1 Meal Served | 93.053 | 5,481 | \$5.65 | \$30,966 | | | \$30,966 |
| | | | | 29,384 | | Title C1: Congregate Nutrition Subtotal | | | \$166,019 |
| OA60451FY21 | Title IIIC2: Home Delivered Nutrition | 1 Meal Served | 93.045 | 15,731 | \$5.65 | \$88,881 | | | \$88,881 |
| OA60453FY21 | Title IIIC2: Home Delivered Nutrition - General Fund | 1 Meal Served | 93.045 | 8,481 | \$5.65 | | \$47,920 | | \$47,920 |
| OA60482FY21 | Title IIIC2: Home Delivered Nutrition - County | 1 Meal Served | 93.045 | 4,698 | \$5.65 | | | \$26,546 | \$26,546 |
| OA60450FY21 | Title IIIC2: Nutrition Services Incentive Program* | 1 Meal Served | 93.053 | 8,546 | \$5.65 | \$48,284 | | | \$48,284 |
| | | | | 37,457 | | Title C2: Home Delivered Nutrition Subtotal | | | \$211,631 |
| | | | | 66,841 | | FY 2020/21 INITIAL ALLOCATION TOTAL | | | \$377,650 |
| Amendment No. 9 | | | | | | | | | |
| OA42119FY21B | Title IIIC1: COVID 19 Relief - CARES Act | 1 Meal Served | 93.045 | 118,907 | \$5.65 | \$671,825 | | | \$671,825 |
| OA60751FY21 | Title IIIC1: Congregate Nutrition | 1 Meal Served | 93.045 | (12,754) | \$5.65 | (\$72,063) | | | (\$72,063) |
| OA60782FY21 | Title IIIC1: Congregate Nutrition - County | 1 Meal Served | 93.045 | (4,698) | \$5.65 | | | (\$26,546) | (\$26,546) |
| OA60753FY21 | Title IIIC1: Congregate Nutrition - General Fund | 1 Meal Served | 93.045 | (6,450) | \$5.65 | | (\$36,445) | | (\$36,445) |
| OA60750FY21 | Title IIIC1: Nutrition Services Incentive Program* | 1 Meal Served | 93.053 | (5,481) | \$5.65 | (\$30,966) | | | (\$30,966) |
| | | | | 89,524 | | Title C1: Congregate Nutrition Subtotal | | | \$505,806 |
| OA42119FY21C | Title IIIC2: COVID 19 Relief - CARES Act | 1 Meal Served | 93.045 | 9,954 | \$5.65 | \$56,240 | | | \$56,240 |
| OA60451FY21 | Title IIIC2: Home Delivered Nutrition | 1 Meal Served | 93.045 | (15,731) | \$5.65 | (\$88,881) | | | (\$88,881) |
| OA60453FY21 | Title IIIC2: Home Delivered Nutrition - General Fund | 1 Meal Served | 93.045 | (8,481) | \$5.65 | | (\$47,920) | | (\$47,920) |
| OA60482FY21 | Title IIIC2: Home Delivered Nutrition - County | 1 Meal Served | 93.045 | (4,698) | \$5.65 | | | (\$26,546) | (\$26,546) |
| OA60450FY21 | Title IIIC2: Nutrition Services Incentive Program* | 1 Meal Served | 93.053 | 21,469 | \$5.65 | \$121,301 | | | \$121,301 |
| | | | | 2,512 | | Title C2: Home Delivered Nutrition Subtotal | | | \$14,194 |
| | | | | 92,036 | | AMENDMENT NO. 9 ALLOCATION TOTAL | | | \$520,000 |
| | | | | 158,877 | | FY 2020/21 MAXIMUM CONTRACT OBLIGATION | | | \$897,650 |

* NSIP (Nutrition Services Incentive Program) funding must be spent on Food

Riverside County Office on Aging
 Standard Agreement
 RCOoA 2020-21

1. This Standard Agreement (herein referred to as "Agreement") is made and entered into by and between

CARE CONNECTIONS, INC., a California nonprofit corporation, d/b/a ADULT DAY SERVICES CENTER OF RIVERSIDE (herein referred to as "Service Provider")

and

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside County Office on Aging (herein referred to as "RCOoA")

2. This Agreement period of performance is:

October 1, 2020 to June 30, 2021, and may be renewed annually by a written agreement for up to three (3) years.

3. The maximum obligation of RCOoA to pay the Service Provider for Fiscal Year 2020-21 is:

\$25,954

Twenty-Five Thousand Nine Hundred Sixty-Four Dollars

4. The Service Provider agrees to comply with the obligations as defined in the following documents, which are by this reference incorporated into the Agreement:

Authorized Signatory Form

Service Provider Agreement

Exhibit A: Scope of Service - Title III - Assisted Transportation

Exhibit A.1: Scope of Service - Title III - Family Caregiver Support Program

Exhibit B: Service Provider Budget Allocation Summary

Attachment 1 to Exhibit B: Budget & Reimbursement Provisions

Exhibit C: Service Provider Budget Detail



Exhibit D: Insurance Requirements

Exhibit E: Community Focal Points List

5. This Agreement shall become effective upon signature of both parties on October 1, 2020, whichever should come first.

6. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUEA") Cal. Civ. Code §§ 1633.2 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUEA as amended from time to time. The CUEA authorizes use of an electronic signature for transactions and contracts among parties in California, including a governmental agency. Digital signature means an electronic descriptor, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (g) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

| SERVICE PROVIDER | COUNTY OF RIVERSIDE |
|---|--|
| Care Connections, Inc. | Riverside County Office on Aging |
| Date Signed: 12/14/20 | Date Signed: JAN 12 2021 |
| By:  | By:  |
| Printed Name: AJ Wilson | Printed Name: KAREN SPIEGEL |
| Title: Executive Director | Title: Chair, Board of Supervisors |
| Address: | Address: |
| 4130 Acorn Street, Suite B Riverside, CA 92504 | 5810 Central Avenue, Suite 300 Riverside, CA 92506 |

ATTEST:
 KECIA R. HARPER, Clerk
 By 
 DEPUTY

FORWARDED TO COUNTY COUNSEL

 DANIELLE D. MALAND

JAN 12 2021 3.25

AUTHORIZED SIGNATORY FORM:

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

Agreement/Amendments/Fiscal Year Closeout Report

Name: Jose Chavez Title: Deputy Executive Director

Signature: 

Phone: (951) 509-2500 E-mail address: jchavez@careconnexus.org

Mailing Address(if different):
Fiscal Documentation, Monthly Reimbursement Reports, Audits

Name: Kai Chen Title: Chief Finance Officer

Signature: 

Phone: (951) 509-2500 E-mail address: kchen@careconnexus.org

Mailing Address(if different):
Program Services, Program Reports

Name: Jose Chavez Title: Deputy Executive Director

Signature: 

Phone: (951) 509-2500 E-mail address: jchavez@careconnexus.org

Mailing Address(if different):

In the event of an emergency, RCOoA may contact Service Provider Board Chairperson:

Name: AJ Wilson

Phone #: (714) 323-9116

Mailing: 1523 Green Canyon Rd. Fallbrook, CA 92028

Email: ajwcm@aol.com



SERVICE PROVIDER AGREEMENT



Please print four (4) copies of the Agreement, including all attachments and exhibits, review and approve by signing four (4) original signature pages. Please return all four (4) original signature pages and four (4) copies of the Agreement, including all attachments and exhibits, along with the approving Board of Director's meeting minutes, or similar.

Please obtain insurance documents (Exhibit D) and return all documents upon execution of this Agreement, to our office:

Riverside County Office on Aging
Attn: Contracts Division
P.O. Box 2099
Riverside, CA 92516

If you have any questions or concerns, please contact the Riverside County Office on Aging office at:
(951) 867-3800 – Main

Or email: OOAContracts@rivco.org

FY 2020-21 Schedule of Important Dates

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

TERMS AND CONDITIONS

TABLE OF CONTENTS

| | |
|--|--------------------|
| Agreement Term..... | Article I |
| Assurances & Certifications..... | Article II |
| Certifications under Penalty of Perjury | |
| A. Labor Board Relations | |
| B. Air or Water Pollution Violation | |
| C. Law, Policy and Procedure, Licenses, and Certificates | |
| D. Non-Discrimination | |
| E. Drug-Free Workplace Certification | |
| F. Lobbying Certification | |
| G. S.W.A.G. | |
| H. Covenant Against Contingent Fees | |
| I. Debarment, Suspension, Other Responsibility Matters | |
| J. Payroll Taxes and Deductions | |
| K. Child Support Compliance Act | |
| L. Conflict of Interest | |
| Definitions..... | Article III |
| Agreement Administration..... | Article IV |
| A. Approval | |
| B. Revisions/Modifications | |
| C. Service Provisions | |
| 1. Standards of Work | |
| 2. Staff and Volunteers | |
| 3. Training/Education | |
| 4. Reporting Requirements | |
| 5. Fiscal Year Closeout Report | |
| 6. Interagency Coordination | |
| 7. Grievances | |
| 8. Monitoring, Assessment and Evaluation | |
| 9. Disaster Planning | |
| E. Documents and Records | |
| 1. General Requirements | |
| 2. Record Retention | |
| 3. Rights in Data | |
| 4. Copyrights | |
| F. Information Integrity, and Security | |
| G. Access | |
| H. Audit | |

General Requirements.....Article V

- A. Property
- B. Facility Construction & Report (Title III Only)
- C. Agreements in Excess of \$100,000
- D. Hold Harmless/Indemnification
- E. Subcontractor Agreements
- F. Resolution of Language Conflicts/Severability/Dispute Resolution Process
- G. Notices
- H. Relationship of Parties
- I. Governing Law/Venue
- J. Assignment
- K. Entirety of Agreement

Termination.....Article VI

Article I. AGREEMENT TERM

The Agreement period of performance is set forth in section 2 of the signature page. No work shall commence before the effective date of the Agreement. Any work performed prior to the effective date of the Agreement is considered performed at risk and may not qualify for reimbursement or compensation. Service Provider agrees to comply with all requirements set forth herein. Reimbursement provisions are included in Attachment 1 to Exhibit B.

Article II. ASSURANCES AND CERTIFICATIONS

CERTIFICATIONS UNDER PENALTY OF PERJURY:

A. LABOR BOARD RELATIONS:

By signing this Agreement, Service Provider swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Service Provider's failure to comply with an order of a federal court which ordered Service Provider to comply with an order of the National Labor Relations Board.

B. AIR OR WATER POLLUTION VIOLATION:

By signing this Agreement, the Service Provider swears under penalty of perjury that the Service Provider is not:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. Determined to be in violation of provisions of federal law relating to air or water pollution.

C. LAW, POLICY AND PROCEDURE, LICENSES, AND CERTIFICATES

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

D. NON-DISCRIMINATION:

1. The Service Provider shall comply with all applicable State and federal statutes relating to nondiscrimination whether expressly set forth herein or not.
2. Service Provider shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
3. The Service Provider assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 USC Section 12101 et seq.).

4. Unless exempted, Service Provider assures compliance with the requirements of California Government Code section 11135 et seq., and Title 2 of the California Code of Regulations section 11140 et seq., which prohibits discrimination of recipients of State financial assistance against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR § 98323)
5. The Service Provider shall ensure compliance with the requirements of California Public Contract Code section 2010 by submitting a completed California Civil Rights Law Certification, prior to execution of this Agreement. The Certification is available at: <http://www.dgs.ca.gov/ols/Forms.aspx> The California Civil Rights Laws Certification ensures Service Provider compliance with the Unruh Civil Rights Act (Cal. Civ. Code section 51) and the Fair Employment and Housing Act (Cal. Gov. Code section 12960), and ensures that Service Provider internal policies are not used in violation of California Civil Rights Laws.
6. Unless specifically exempted, Service Provider assures compliance with California Government Code Section 12990 and California Code of Regulations, Title 2, Section 8103 in matters relating to reporting requirements and the development, implementation, and maintenance of a Nondiscrimination Program.
7. Service Provider agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave.
8. During the performance of this Agreement, Service Provider and its Subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Service Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Service Provider and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Service Provider shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Service Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Service Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
9. Benefits may not be denied to any individual who refuses to provide information with respect to citizenship or alien status unless such information is required by statute to determine eligibility for the benefit.
10. As part of the civil protections under Title VI, any Service Provider receiving federal funding may not exclude anyone otherwise eligible from receiving services because of limited proficiency in the English language; and Based on the Privacy Act of 1974, it is unlawful for any Federal, State, or local government to deny any individual a right, benefit, or privilege because that individual refuses to provide a Social Security number, unless disclosure of the Social Security number is required by Federal statute.

E. DRUG-FREE WORKPLACE CERTIFICATION:

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by California Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by California Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by California Government Code Section 8355(c), that every employee who works on behalf of this Agreement:
 - a. Will receive a copy of the Service Provider's drug-free policy statement, and
 - b. Will agree to abide by the terms of the Service Provider's statement as a condition of employment on the project or Award.

F. LOBBYING CERTIFICATION:

Service Provider certifies, to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the Service Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. S.W.A.G.

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

H. COVENANT AGAINST CONTINGENT FEES

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

I. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The Service Provider certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
2. Service Provider shall report immediately to RCOoA in writing any incidents of alleged fraud and/or abuse by either Service Provider or a subcontractor.
3. Service Provider shall maintain any and all records, documentation, or other evidence of fraud and abuse until otherwise notified by RCOoA.
4. Service Provider agrees to timely execute any and all amendments to this Agreement or other required documentation relating to a subcontractor's debarment/suspension status.

J. PAYROLL TAXES AND DEDUCTIONS:

The Service Provider shall promptly forward payroll taxes, insurances, and contributions, including the State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

K. CHILD SUPPORT COMPLIANCE ACT:

The Service Provider acknowledges in accordance with Public Contract Code 7110 that:

1. Child and family support obligations are important and the Service Provider shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
2. To the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

L. CONFLICT OF INTEREST:

1. The Service Provider shall prevent employees, consultants or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business or other ties. In the event that RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Service Provider's officers, agents or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.
3. RCOoA will not reimburse salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.

Article III. DEFINITIONS

- A. "Administrative" and/or "Administration" means the make-up of the Service Provider herein. The make-up of the Service Provider includes, but not limited to, the Service Provider's business licensure, Internal Revenue Services (IRS) status, Board of Directors and hierarchy organization, internal control policies/procedures/processes for all aspects of the Service Provider.
- B. "Agreement" means this Standard Agreement and all attachments and exhibits and any amendments thereto.
- C. "Budget" means the allowable and reimbursable costs which are necessary to deliver the service as identified in the awarded cost proposal and in Exhibit C-Budget and Payment. Budget details include salaries, direct and indirect costs identified in line item details and Administrative costs. Exhibit C provides the funding, Budget, and payment provisions.
- D. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- E. "Eligible Service Population for Title III B, C-1, C-2, & D" means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP) and older individuals residing in rural areas.
- F. "Eligible Service Population for Title III E" means an adult family member or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.
- G. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- H. "OAA" means Older Americans Act.
- I. "Priority Services for Title IIIB" means those services associated with access to services (outreach, transportation, information & assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

- J. "Priority Services for Title III E" means services provided to: (a) caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals), (b) older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities, or (c) family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
- K. "Program Requirements" means the service delivery requirements contained in this Agreement and the requirements found in the OAA (42 U.S.C.3001-3058); the Code of Federal Regulations (45 CFR 1321); the California Code of Regulations (22 CCR 7700 et seq.); and CDA Program Memoranda and RCOoA guidance; and California Retail Food Code (CRFC).
- L. "RCOoA" means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.
- M. "Service Provider" means the contracting party set forth in section 1 on the signature page awarded funds under this Agreement. Service provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions under this Agreement.
- N. "Service Recipient" also referred to as client, consumer, participant, means the eligible individual who is receiving Federally Funded Title III B, III C, III E Services through funding allocated by the State, and provided through this Agreement.
- O. "Services" means Titles III B, III C (C1&C2), III E, federally mandated and funded activities targeted for the senior population. Activities include: Personal Care, Homemaker Services, Adult Day Care, Respite (day care & In-home), Nutrition Services (Congregate & Home-Delivered), and Family Caregiver Support Program Services (FCPS). The FCPS categories are: Information Services, Access Assistance, Support Services Respite Care, Supplemental Services.
- P. "Subcontractor Agreement" means a written contractual arrangement between Service Provider and a subcontractor/vendor to carry out a portion of the services and supported with funding from this Agreement.

Article IV. AGREEMENT ADMINISTRATION

In accordance with Riverside County Ordinance 459, which includes the federal and State requirements for Procurement of Services, set forth in 45 CFR 92.36 and 22 CCR 7352, all elements of the Procurement Process including: Request for Proposal #OAARC-0019 -Coordinated Care Programs Older Americans Act: Title III, VII, & HICAP Services, Proposal submitted, Background, Program/Financial Evaluation, and Award, as facilitate by the Purchasing Department, the Title III and Title VII Older Adult Services competitive bid is awarded to Service Provider.

A. APPROVAL:

1. Service Provider shall be a nonprofit entity. For-profit entities require approval from CDA prior to RCOoA making an award. Service Provider shall be in good standing with the Secretary of State of California and shall maintain the status throughout the term of this Agreement. Failure to maintain good standing by the Service Provider shall result in suspension or termination of this Agreement with RCOoA until satisfactory status is restored.
2. Service Provider shall Submit written approval documentation for Board of Directors authorization to sign the Agreement which supports the service provisions, as proposed and negotiated, in response to the competitive bid for senior services.
3. Service Provider has no authority or approval to enter into any Agreement or incur obligations on behalf of RCOoA.
4. Technical guidance regarding any Term and/or Condition of this Agreement will be obtained from RCOoA.

B. REVISIONS/MODIFICATIONS:

1. Any revision or modification to this Agreement shall be memorialized in a written Amendment signed by the authorized representatives of both parties. No oral understanding or agreement is binding on either RCOoA or the Service Provider.
2. RCOoA may determine Service Provider is considered "high risk" as described in 45 CFR 74.14 for non-profits. Upon such determination, Service Provider will be notified in writing, of any special conditions, accommodations, limitations, or restrictions.

C. SERVICE PROVISIONS:

1. Standards of Work:

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

2. Staff and Volunteers:

- a. Maintain adequate staff, as required by governing federal, State laws and county requirements, to fulfill the service provision(s). The staffing requirements necessary for the successful delivery of services

are described in Exhibit A: Scope of Services and at rates and amounts identified in Exhibits B-Budget Allocation Summary, and Attachment 1 to Exhibit B-Budget & Reimbursement Provisions.

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

3. Training/Education:

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

4. Reporting Requirements:

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

client information into the information system used by RCOoA. Quarterly and/or annual reports will be submitted as required or requested.

- e. Additional reporting requirements, specific to the service being provided is included in the Exhibit A-Scope of Work. Additional fiscal reporting requirements are, identified in the Attachment 1 to Exhibit B.
- f. Reports may be submitted electronically or in the requested reporting format.
- g. RCOoA and Service Provider shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
- h. Failure to comply with Program and/or Fiscal reporting requirements will exclude Service Provider from eligibility to receive One-Time-Only funding, which is further, described in Attachment 1 to Exhibit B.

5. Fiscal Year Closeout Report:

- a. The Fiscal Year Closeout Report covering July 1 to June 30 is required to be submitted annually, no later than July 10 and signed by a designated Authorized Signatory.
- b. The final Fiscal Year Closeout Report shall include, but is not be limited to; actual accruals for any unpaid obligations; program expenditures and revenues, any corrections or adjustments necessary to bring the report into agreement with balanced general ledger; and adjustments for prepaid expenses to be partially credited to the current fiscal year and charged to the following fiscal year, such as insurance premiums.

6. Interagency Cooperation:

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

7. Grievances:

- a. Grievances are complaints, unresolved issues, negative interactions/results experienced with service and/or service delivery. Service Provider must establish and maintain a written grievance process for service recipients to resolve complaints of negative situations in the delivery of service. Efforts to resolve the grievance topic/situation will be made. At a minimum, the grievance process will include:
 - 1. How to file a grievance, which may include a form and where to file a complaint;
 - 2. Time frames of the grievance process for review, investigation and written response;
 - 3. A statement in the written response that if grievant is dissatisfied with the results of the review, the next step is to submit a written appeal to the RCOoA;
 - 4. Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law. The minimum necessary information relevant to the grievance may be released during the investigation, review and response.
- b. The grievance process shall be posted and accessible in visible areas, as well as delivered by person or mail to homebound service recipients.

- c. The grievance process and/or forms will be available in the primary languages of service participants who communicate in another language.
- d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the Service Provider area of expertise or authority.

8. Monitoring, Assessment and Evaluation:

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

a. Service Recipient:

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

b. Internal Procedures and Processes:

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

9. Disaster Planning:

As part of the area-wide disaster assistance planning, Service Provider shall:

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

E. DOCUMENTS & RECORDS:

1. General Requirements:

- a. Documents and records developed, utilized, and required for successful delivery of services through this Agreement will be made available for review, inspection, monitoring and/or audit at appropriate times during and/or after the Agreement ends.
- b. Documents and records necessary in the delivery of services funded through this Agreement, will be made available for inspection and audit by RCOoA and/or State authorized agents, at any time during normal business hours.
- c. A procedure to process requests for documents, records, confidential information or other information shall be maintained and may include notification to RCOoA of certain requests received and/or processed.
- d. Records and information requests from RCOoA shall be processed within 10 working days of the

- request.
- e. Service Provider shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures and press releases.
 - f. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
 - g. Complete, auditable records of service delivery, expenditures and other information relating to the services provided will be maintained and retained.

2. Record Retention:

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

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

3. Rights in Data:

- a. The Service Provider shall not publish or transfer any materials, including "subject data" defined below, produced or resulting from activities supported by this Agreement without the express written consent of the CDA or RCOoA, as applicable. Consent shall be given or denied after the written request is received by the RCOoA. A copy of the material for review should be submitted with the request. This subsection is not intended to prohibit the Service Provider from sharing identifying client information as authorized by the service recipient, as allowed by law, or provide summary program information which is not client-specific and contains no confidential information.
- b. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment description, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial cost reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
- c. The State or RCOoA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.
- d. If Service Provider is given the express written consent of the CDA or RCOoA to publish materials, the published materials shall:
 - 1. State that, "The materials were a result of a project funded through RCOoA of CDA, as applicable";

2. Give the name of the entity, the address and telephone number at which the supporting data is available; and,
3. Include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA", and where applicable, "The publication may not be based upon or inclusive of all raw data."

4. Copyrights:

- a. If any material funded by this Agreement is subject to copyright, the State and/or RCOoA reserves the right to copyright such material and the Service Provider agrees not to copyright such material, except when granted permission.
- b. The Service Provider may request permission to copyright material by writing to the Director of RCOoA. The Director of RCOoA shall notify the Service Provider if it has been granted permission to copyright material or give the reason it has been denied permission to copyright material in writing.
- c. If the material is copyrighted with the consent of the State and/or RCOoA, the State and/or RCOoA 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.
- d. The Service Provider certifies that it has appropriate systems and controls in place to ensure funds provided for under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

F. INFORMATION INTEGRITY, AND SECURITY:

1. Information Assets:

- a. The Service Provider, and its Subcontractors/Vendors, shall have in place operational policies, 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., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the 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

2. Encryption of Computing Devices:

- a. The Service Provider, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored 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 portable

electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure:

- a. The Service Provider, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
- b. The Service Provider, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Service Provider, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Service Provider's obligations under this Agreement. The Service Provider and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
- e. The Service Provider and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than RCOoA or CDA without prior written authorization from RCOoA or CDA. The Service Provider may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Service Provider, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Service Provider accept such blanket authorization from any participant.

4. Security Awareness Training:

1. The Service Provider's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- b. The Service Provider must maintain certificates of completion on file and provide them to CDA upon request.

5. Health Insurance Portability and Accountability Act (HIPAA):

- a. The Service Provider agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement:

- a. The Service Provider shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Service Provider is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

7. Security Incident Reporting:

- a. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Service Provider, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

8. Security Breach Notifications:

- a. Notice must be given by the Service Provider, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance:

- a. The Service Provider, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

10. Electronic Backups

- a. The Service Provider, and its Subcontractors/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. The Service Provider, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

11. The provisions contained in this section shall be included in all contracts of both the Service Provider and its Subcontractors/Vendors.

G. ACCESS:

1. The Service Provider shall provide access to any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representatives to any books, documents, papers, and records of the Service Provider or a Subcontractor which are directly pertinent to this specific Agreement to review or copy for the purpose of making an audit, examination, excerpts, and transcriptions. Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
2. The Service Provider shall permit any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representative access to its premises and/or facility(ies), upon reasonable notice, during normal business hours to determine Service Provider's conformity with this Agreement.
3. The Service Provider shall include these requirement in its subcontracts.

H. AUDIT:

1. If Service Provider expends \$750,000 or more in federal funds annually, it shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: 1. Performed timely—within 30 days after the receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; 2. Properly procured—use procurement standards provided for in OMB Circular 133 and provide maximum opportunities to small and minority audit firms; 3. Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; 4. All inclusive—includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the Agreements; and the schedule of findings and questioned costs; and 5. All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:
Riverside County Office on Aging
Attn: Fiscal Division
P.O. Box 2099
Riverside, CA 92516
2. A Service Provider expending less than \$750,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection. 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be received at RCOoA within 90 days after the end of the fiscal year. Should Service Provider not be able to submit this audit with the time requested, an extension must be obtained in advance from RCOoA.
3. Service Provider assures RCOoA that all subcontractors are audited as required by State and federal law.
4. Service Provider shall be required to include in its contracts with the auditors selected by Service Provider that the auditors will comply with all applicable audit requirements/standards. Service Provider shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Service Provider performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued and how findings were resolved.
5. The audit timeframe shall include the period of performance of this Agreement. If Service Provider is not on the same fiscal year (July 1-June 30) as RCOoA, a reconciliation and supplementary information, prepared by the same certified public accountant, who performed the audit, so accounts can be reconciled to the Agreement. Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.
6. RCOoA shall have access to all audit reports and supporting work papers of the Service Provider and subcontractors.
7. Where the Service Provider engages an independent auditor, the Service Provider shall provide a clause for permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. Maintaining such independent audit records shall be for a period of three (3) years after final payment under the Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer

8. The Service Provider shall cooperate with and participate in any audit or review which may be required by RCOoA.
9. Failure to comply with Audit requirements will exclude Service Provider from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.
10. Authorized RCOoA representatives have the right to monitor, assess, and evaluate the Service Provider's Administrative, fiscal, and program performance controls. Monitoring, assessment, and evaluation may include, but is not limited to, Administrative, fiscal and program processes, policies, audits, inspections of service(s) premises, inspection of food preparation sites, interviews of project staff, and participants.
11. Service Provider shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any Administrative program and fiscal staff, available during any audit review.
12. Service Provider shall, upon request, make available client participation records and fiscal records which confirm all data contained in Monthly Performance and Monthly Financial Report (MFR). Service Provider is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a CDA audit of RCOoA has been completed and an audit resolution has been issued. The information shall be maintained in an organized manner.

Article V. GENERAL REQUIREMENTS

A. PROPERTY:

1. Unless otherwise provided for in this section, property refers to all assets used in operation of this Agreement.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
 - a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Additions, improvements, and betterments to assets meeting all of the conditions in paragraph 2 above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
4. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to

- acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
5. The Service Provider shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in paragraph 2 above, and submit to RCOoA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Service Provider or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the RCOoA. The Service Provider shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024). The Service Provider shall record, at minimum, the following information when property is acquired:
 - a. Date acquired.
 - b. Item description (include model number).
 - c. CDA tag number.
 - d. Serial number (if applicable).
 - e. Purchase cost or other basis of valuation.
 - f. Fund source
 6. **Disposal of Property:**
 - a. Prior to disposal of any property purchased by the Service Provider or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Service Provider must obtain approval from RCOoA for all reportable property as defined in paragraph 2 of this section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from RCOoA. The Service Provider shall submit to RCOoA a Request to Dispose of Property (CDA 248). RCOoA will then instruct the Service Provider on disposition of the property. Once approval for disposal has been received from RCOoA and the Service Provider has reported to RCOoA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Service Provider's inventory report.
 - b. The Service Provider must remove all confidential, sensitive, or personal information from 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, cell or smart phones, multi-function printers, and laptops.
 7. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Service Provider shall promptly notify RCOoA.
 8. The State reserves title to all 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 the parties.
 9. The Service Provider shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Service Provider has complied with all written instructions from RCOoA regarding the final disposition of the property.
 10. In the event of the Service Provider's dissolution or upon termination of this Agreement, the Service Provider shall provide a final property inventory to RCOoA. RCOoA reserves the right to require the Service Provider to transfer such property to another entity, or to the RCOoA.
 11. To exercise the above right, after termination of this Agreement or notification of the Service Provider's dissolution, RCOoA will issue specific written disposition instructions to the Service Provider.
 12. The Service Provider shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Service Provider shall use it, if needed, and with written approval of RCOoA for other purposes in this order:
 - a. For another CDA program providing the same or similar service.

- b. For another CDA-funded program.
- 13. The Service Provider may share use of the property and equipment or allow use by other programs, upon written approval from RCOoA. As a condition of the approval, RCOoA may require reimbursement under this Agreement for its use.
- 14. The Service Provider or subcontractors shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately-owned business entity. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- 15. The Service Provider shall include the provisions contained in this section in all its subcontracts awarded under this Agreement.

B. FACILITY CONSTRUCTION OR REPAIR (TITLE III ONLY)

- 1. This section applies only to Title III funds. Title III funds may be used for facility construction or repair. When applicable for purposes of construction or repair of facilities, Service Provider shall comply with the provisions contained in the following provisions and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR 60]
- 2. Service Provider shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by RCOoA or CDA (if applicable).
- 3. When funding is provided for construction and non-construction activities, the Service Provider must obtain prior written approval from RCOoA or CDA (if applicable) before making any fund or budget transfers between construction and non-construction.

C. AGREEMENTS IN EXCESS OF \$100,000

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

- 1. Clean Air Act, as amended. [42 USC 7401]
- 2. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
- 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- 5. Unruh Civil Rights Act [Cal. Pub. Con. Code §2010]

D. HOLD HARMLESS/INDEMNIFICATION:

Service Provider shall indemnify and hold harmless the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "County Indemnitees") from any liability, action, claim, or damage whatsoever, based or asserted upon any services 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 or any other element of any kind or nature. Service Provider shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or

awards) in any claim or action based upon such acts, omissions or services. With respect to any action or claim subject to indemnification herein by Service Provider, Service Provider shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCOoA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Service Provider's indemnification to County Indemnitees as set forth herein. Service Provider's obligation hereunder shall be satisfied when Service Provider has provided to RCOoA the appropriate form of dismissal relieving RCOoA from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Service Provider's obligations to indemnify and hold harmless County Indemnitees herein from third party claims.

E. SUBCONTRACTOR AGREEMENTS:

1. Service Provider shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists, Service Provider shall follow the procurement requirements applicable to the relationship. Before Service Provider enters into a subcontract with a for-profit organization, it shall obtain the approval of RCOoA.
2. Service Provider shall include the Assurances and Certifications in the award documents in all subcontracts. In addition, Subcontractor Agreements shall contain language of this Agreement and require the subcontractors 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 shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
4. Any subcontracting private entity shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Service Provider until satisfactory status is restored.
5. Service Provider is responsible for subcontractor responsibilities and will ensure the service deliverables are being met to fulfill all of the obligations of this Agreement.
6. Copies of Subcontractor Agreements, interagency cooperation arrangements, Memorandums and/or Letters of Understanding shall be maintained and available to RCOoA for review upon request.
7. Service Provider shall monitor subcontractor(s) to ensure compliance with the service provisions and other requirements included in this Agreement, including insurance requirements.
8. Notification of any changes to subcontractors or subcontracted services shall be sent to RCOoA.
9. Agreement funds shall not be obligated for services beyond the ending date of this Agreement.

F. RESOLUTION OF LANGUAGE CONFLICTS/SEVERABILITY/DISPUTE RESOLUTION PROCESS:

1. The Agreement and any other applicable program requirements have the following order of precedence, if there is any conflict in what they require:
 - a. The Older Americans Act and other applicable federal statutes and their implementing regulations.
 - b. If applicable, the Older Californians Act and other California State codes and regulations.
 - c. Standard Agreement AP-2021-21 between RCOoA and CDA, including all exhibits and any amendments thereto.
 - d. This Agreement, including all exhibits and any amendments thereto.
 - e. Any other documents incorporated herein by reference.
 - f. Program memos and other guidance issued by CDA and RCOoA.

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 shall remain in full force and effect.
3. In the event of a dispute or grievance arising under 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. The decision of the RCOoA Director shall be final and the Service Provider has no right of appeal to CDA. The Service Provider shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
 - b. Contract resolution must occur within 15 months of the contract closeout.

G. Notices:

1. Any notice required by this Agreement or by law is considered given when delivered in person or by mail (registered/certified, overnight, postage prepaid, return receipt requested) with a trackable delivery.
2. Notices delivered in person or by mail, as described above will be addressed as follows:

RCOoA
Riverside County Office on Aging
Attention: Contracts Division
P.O. Box 2099
Riverside, CA 92516

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

H. Relationship of Parties:

The Service Provider is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of RCOoA. It is expressly understood and agreed that the Service Provider (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which RCOoA employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Service Provider shall hold RCOoA harmless from any and all claims that may be made against RCOoA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

I. Governing Law/Venue:

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of

venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. Assignment:

Service Provider shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of RCOoA. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

K. Entirety of Agreement:

This Agreement, including any attachments or exhibits or documents incorporated herein, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

Article VI. TERMINATION

- A.** This Agreement may be terminated by either party, in whole or in part, without cause, at any time during the Agreement period of performance, upon sixty (60) days prior written notice to the other party.
- B.** RCOoA may terminate, in whole or in part, for cause this Agreement and RCOoA shall be relieved of the payment of any consideration to the Service Provider. Termination for cause shall be effective thirty (30) days from the delivery of the notice of termination unless the grounds for termination are due to threat to life, health or safety of the public, and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include, but are not limited to, the following:
1. A violation of the law or failure to comply with any condition of this Agreement;
 2. Inadequate 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 an unsatisfactory financial condition as determined by RCOoA, as to endanger performance of this Agreement, which includes the loss of other funding sources;
 5. Delinquency in payment of taxes or payment of costs for 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 or the 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.

- C. RCOoA shall provide a 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.
 - D. After receipt of a Notice of Termination, Service Provider shall 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.
 - E. After receipt of a Notice of Termination, Service Provider shall (1) stop work as specified in the notice of termination, (2) place no further orders or subcontracts for materials, services or facilities, except as may be necessary to complete the continued portion of the Agreement, (3) terminate all subcontracts to the extent they related to the work terminated, and (4) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
 - F. 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
Fiscal Year 2020-21
October 1, 2020 through June 30, 2021



CARE CONNEXUS, INC. dba ADULT DAY SERVICES CENTER OF RIVERSIDE

TITLE IIIB - ASSISTED TRANSPORTATION

I. SCOPE OF SERVICES

- A. Services will be provided as described in the awarded proposal, in response to the Request for Proposals #OAARC-0019, and as described herein.
- B. Service Provider must use the referral and intake forms provided or approved by RCOoA, for each new client served, and take appropriate measures to provide or refer the appropriate services as warranted by the intake form. A copy of this form must be maintained on file and made available for review. RCOoA Intake Form can be found on the Office on Aging website at www.rcaging.org or by contacting RCOoA Contracts Department directly.
- C. Service Provider will coordinate program services, as appropriate, with other senior services providers in the community, i.e., transportation, housing, health providers, churches, civic groups, etc.

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

SA1: Corona/Norco/Eastvale; Coronita, El Cerrito, Home Gardens, Mira Loma, Temescal Valley, Lake Mathews

SA2: Riverside/Jurupa Valley; El Sobrante, Glen Avon, Highgrove, Pedley, Rubidoux

SA3: Moreno Valley/Perris; Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview

SA4: Menifee/Winchester/Lake Elsinore; Homeland, Canyon Lake, Romoland, Warm Springs, Sun City, Quail Valley, Lakeland Village

SA7: Hemet/San Jacinto; East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista

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

III. TARGET POPULATION

- A. Eligible Service Population for Title III (except for Title III E) means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP) and older individuals residing in rural and isolated areas. [OAA Section 305 (a)(2)(E)] [Title 22, CCR Sections 7125, 7127, 7130, and 7135].

IV. SERVICE OBJECTIVES for each service is as follows:

A. Assisted Transportation – 1 One Way Trip = 1 Unit

Number of Units of Service to be provided: 783

Provision of assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicle transportation.

Special Contract Objectives:

The Service Provider will conduct information intake, referral, funding administration and disbursement, certification of completed trips, and quality assurance. The Service Provider will also leverage additional funding including government dollars with volunteer time and effort in order to maximize assisted transportation services for frail older persons as a means of supporting self-sufficiency and interdependence, and to keep them from becoming homebound or institutionalized.

V. ADDITIONAL REQUIREMENTS

- A. The Service Provider shall perform the following for Title III, Title VII, and/or Health Insurance Counseling and Advocacy Program (HICAP) Programs:
1. Implement the statutory provisions of the Title III, Title VII, and/or Health Insurance Counseling and Advocacy Program (HICAP) Programs in accordance with State and federal laws and regulations. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the RCOoA.
 2. Maintain an organization that shall have the ultimate accountability for funds received from RCOoA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
 3. Meet the requirements under OAA Section 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
 4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA Section 301(a)(1)(B).
 5. Provide a continuum of care for the vulnerable eligible service population as required under

OAA Section 301(a)(1)(C).

6. Secure the opportunity for the eligible service population to receive managed in-home and long-term care services as required under OAA Section 301(a)(1)(D).
7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA Section 721.
8. Meet the requirements under the AB 1217 Lowenthal Home Care Services Consumer Protection Act laws that provides for the In-Home Supportive Services (IHSS) program, which includes eligibility requirements for individuals who provide services to recipients under the program.
9. Service Provider hereby agrees to comply with the RCOoA policies and procedures that are based on Title 22 California Code of Regulations, Division 1.8 California Department on Aging.



EXHIBIT A.1: SCOPE OF SERVICE
Fiscal Year 2020-21
October 1, 2020 through June 30, 2021



CARE CONNEXUS, INC. dba ADULT DAY SERVICES CENTER OF RIVERSIDE

TITLE IIIIE – FAMILY CAREGIVER SUPPORT PROGRAM (FCSP)

I. SCOPE OF SERVICES

- A. Services will be provided as described in the awarded proposal, in response to the Request for Proposals #OAARC-0019, and as described herein.
- B. Service Provider must use the referral and intake forms provided or approved by RCOoA, for each new client served, and take appropriate measures to provide, refer, or coordinate the necessary services as warranted by the 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.
- C. Service Provider will coordinate service referrals and services with RCOoA as follows:
1. RCOoA will complete and submit to Service Provider, a Service Referral and Provision of Service Authorization Form for each new client. The Service Referral and Provision of Service Authorization Form will include pertinent information needed to identify the service recipient and verify eligibility to receive service. The Service Referral and Provision of Service Authorization Form will designate the type and quantity of service to be provided.
 2. Service Provider will coordinate all Caregiver Training and Caregiver Support Groups with RCOoA by submitting a proposed schedule to RCOoA, as instructed. Service Provider will receive written approval of the proposed training or support group schedule, prior to starting service.
 3. RCOoA has final approval of all Caregiver Training and/or Caregiver Support group dates, times and locations.
 4. For all Case Management Services, Service Provider will only accept customers referred by RCOoA. RCOoA will complete and submit to the Service Provider, a Service Referral and Provision of Service Authorization Form for each new client. The Service Referral and Provision of Service Authorization Form will include pertinent information needed to identify the service recipient and verify eligibility to receive service. The Service Referral and Provision of Service Authorization will designate the type and quantity of service to be provided.
 5. Service Provider shall cooperate with RCOoA in monitoring, assessing and evaluating the adequacy of service authorized in meeting the needs of the service recipients.
- D. Service Provider will coordinate other or additional services with RCOoA on behalf of the service recipient, as appropriate, when it has been determined that other senior services are needed, i.e., transportation, housing, health providers, churches, civic groups, etc.

II. TARGET POPULATION

- A. Eligible Service Population for Title III E means an adult family member, or an individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

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

- A. Services offered by this program will target the county's Service Areas (SAs) 1-4 and will be administered from the Riverside, California office. Services will target eligible individuals in the following areas:

SA1: Corona/Norco/Eastvale; Coronita, El Cerrito, Home Gardens, Mira Loma, Temescal Valley, Lake Mathews

SA2: Riverside/Jurupa Valley; El Sobrante, Glen Avon, Highgrove, Pedley, Rubidoux

SA3: Moreno Valley/Perris; Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview

SA4: Menifee/Winchester/Lake Elsinore; Homeland, Canyon Lake, Romoland, Warm Springs, Sun City, Quail Valley, Lakeland Village

IV. SERVICE OBJECTIVES for each service is as follows:

A. Caregiver Counseling – 1 Hour = 1 Unit

Number of Units of Service to be provided: 34

Family Caregiver Counseling is provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of support needed for stress, depression, and loss as a result of care giving responsibilities. This service may:

1. involve his or her informal support system;
2. be individual direct sessions and/or telephone consultations; and,
3. address caregiving-related financial and long-term care placement responsibilities.

B. Caregiver Training – 1 Hour = 1 Unit

Number of Units of Service to be provided: 294

Family Caregiver Training consists of workshops or one-on-one individually tailored sessions, conducted either in person or electronically by a skilled and knowledgeable individual, to assist caregivers in developing the skills and gaining the knowledge necessary to fulfill their caregiving responsibilities, and address the areas of health, nutrition, and financial literacy.

V. ADDITIONAL REQUIREMENTS

- A. Service Provider shall perform the following for Title III E:

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



Riverside County Office on Aging
 Exhibit B: Service Provider Budget Allocation Summary



Fiscal Year 2020-21
 October 1, 2020 to June 30, 2021
 CARE CONNEXUS, INC. dba ADULT DAY SERVICES CENTER OF RIVERSIDE

| Project Grant | Funded Program | Service Unit Reporting Description | CFDA # | Number of Units | Unit Rate | Federal Funding | RCOoA Maximum Obligation |
|---------------|---|------------------------------------|--------|-----------------|-----------|--|--------------------------|
| OA60910FY21 | Title IIIB: Assisted Transportation | 1 Way Trip | 93.044 | 783 | \$6.00 | \$4,698 | \$4,698 |
| | | | | 783 | | TITLE IIIB SUBTOTAL | \$4,698 |
| OA62707FY21 | Title IIIE: Caregiver Counseling | 1 Hour | 93.052 | 34 | \$107.45 | \$3,626 | \$3,626 |
| OA62721FY21 | Title IIIE: Caregiver Training - Workshop | 1 Hour | 93.052 | 294 | \$60.00 | \$17,640 | \$17,640 |
| | | | | 328 | | TITLE IIIE SUBTOTAL | \$21,266 |
| | | | | 1,111 | | FY 2020-21 INITIAL ALLOCATION TOTAL | \$25,964 |
| | | | | 1,111 | | FY 2020-21 MAXIMUM OBLIGATION TOTAL | \$25,964 |



ATTACHMENT 1 TO EXHIBIT B: BUDGET & REIMBURSEMENT PROVISIONS



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

A. BUDGET AND BUDGET REVISION

1. The Service Provider will be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Attachment and shall not be entitled to payment for these expenses until this Agreement is approved and executed by the County of Riverside. The approved Budget is included as Attachment C: Service Provider Budget Detail. The Service Provider Budget Detail identifies budget appropriation categories and line item reimbursable costs; including unit rates, quantity and totals associated with delivering services under this Agreement. The Service Provider Budget Detail includes, at a minimum, the following appropriations (budget categories) & line items, as reimbursable and allowable, under this Agreement:
 - a. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b. Fringe Benefits.
 - c. Agreement Costs – subcontract and consultant cost detail.
 - d. Indirect Costs.
 - e. Rent – specify square footage and rate.
 - f. Supplies.
 - g. Equipment – detailed descriptions and unit costs.
 - h. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - i. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 - j. Other Costs – a detailed list of other operating expenses.
2. The Service Provider shall ensure that any Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section 1. above.
3. The Service Provider may transfer Agreement funds between line items under the following terms and conditions:
 - a. The Service Provider may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Service Provider shall not transfer funds designated for programs into administration line items.
 - b. The Service Provider shall submit a revised budget to RCOoA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
 - c. The Service Provider shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall be available to RCOoA upon request and shall be maintained in the same manner as all other financial records.
 - d. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the Agreement, and shall not include allocation transfers.

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 or appropriation of State and/or federal funds.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State 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 the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
3. No legal liability on the part of RCOoA for any payment may arise under this Agreement until funds are made available.

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

1. OTO funds are non-transferable between funding sources and can only be used in the program in which they were accrued.
2. Titles III and VII Program OTO funds shall only be used 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 caregivers to maintain the eligible service population in a home environment, as approved by RCOoA.
 - c. Innovative pilot projects, approved by CDA/RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53 (a)(b).
 - d. OTO funds may be used to maintain or increase baseline services, with RCOoA approval. However, programs funded with OTO funds shall not exceed OTO funding beyond the current fiscal year in which OTO funds are awarded.
3. Nutrition Services Incentive Program (NSIP) are OTO funds used to purchase food only in the Elderly Nutrition Programs.

D. Matching Requirements & Contributions:

1. "Matching Contributions" means the cash value and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Agreement funding.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Service Provider or a subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
2. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
3. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
4. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
5. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
6. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
7. Matching contributions generated in excess of the minimum required are considered overmatch.
8. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
9. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

10. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
11. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

E. Program Income:

1. "Program Income" means revenue generated by the Service Provider or the subcontractor from Agreement-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - 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.
2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
3. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 3).
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Agreement period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

F. Expenditure of Funds:

1. The Service Provider shall expend and justify all funds received, as described in Attachment C: Service Provider Budget Detail.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Service Provider from paying any differences in costs, from funds other than those provided by RCOoA, between CalHR rates and any rates the Service Provider is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from RCOoA. [SCM 3.17.2.A(4)]

The Service Provider agrees to include these requirements in all agreements it enters into with subcontractors to provide services pursuant to this Agreement.

3. RCOoA reserves the right to refuse payment to the Service Provider or disallow costs for any expenditure, as determined by RCOoA to be: out of compliance with this Agreement, 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. [2 CFR 200] [45 CFR 75]

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 an amendment to Service Provider to reflect the reduced funding for this Agreement.
2. In the event that RCOoA elects to offer an amendment, it shall be mutually understood by both parties that RCOoA in its sole discretion shall determine the amount that this 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 Exhibit A or if spending pattern indicates the Service Provider will have unexpended funding at the end of the Agreement period of performance. RCOoA will be the sole determinant of all reduction of 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 by RCOoA, the Service Provider shall be compensated by RCOoA for completed services rendered prior to termination, subject to availability of funds, allowability of costs and audit verification.

I. Increase of Funds:

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

J. Supplanting Funds:

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

K. Acknowledging RCOoA Funding:

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

L. Interest Earned:

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RCOoA. Interest amounts up to \$500 per year may be retained by the Service Provider and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CRF 200.305 (b)(8)] [45 CFR 75.305(b)(8)]
3. The Service Provider must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - 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.
 - 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.

- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

M. Indirect Costs:

1. The maximum allowable reimbursement for indirect costs is ten percent (10%) of Service Provider's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
2. Service Provider requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Service Providers must received prior approval from RCOoA prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on building, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

N. Financial Management Systems:

1. Service Provider shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:
 - a. Financial Reporting.
 - b. Accounting Records.
 - c. Complete Disclosure.
 - d. Source Documentation.
 - e. Internal Control.
 - f. Budgetary Control.
 - g. Cash Management (written procedures).
 - h. Allowable Costs (written procedures).
2. RCOoA may require financial reports more frequently and/or with more detail, upon written notice to the Service Provider, until such time as RCOoA determines that the financial management standards are met.

O. Unexpended Funds:

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

PAYMENT

A. Advance Payments:

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

B. Monthly Reimbursement Payments:

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

C. Accruals:

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

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Resources
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original: X
Revision:
OTO:

Contractor:
Program and Service:
Vendor #:

Care Connexus, Inc.
Title IIIB: Assisted Transportation
0000004832

Date: 10/01/2020

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|-----------------|-------|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 4,698.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 4,698.00 | ERROR |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | 3,488.36 | |
| 32 | Total Match Cash | | 3,488.36 | OK |
| 33 | Match Third-Party In-Kind | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 4,698.00 | ERROR |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|----------|----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 522.00 | 3,488.36 |
| Minimum Required Match | Title IIIE | 25% | 1,566.00 | 3,488.36 |
| Minimum Required Match | Title VII | 0% | - | 3,488.36 |

* IFS = Include Funding Source

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

Program Resources cell G20 must equal Program Costs cell I45.

Program Resources cell G25 must equal Program Costs cell E45.

Program Resources cell G32 must equal Program Costs cell F45.

Program Resources cell G38 must equal Program Costs cell H45.

Program Resources cell G39 must equal Program Costs cell D45.

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

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor: Care Connexus, Inc.
Program and Service: Title IIIB: Assisted Transportation
Vendor #: 0000004832

Date: 10/01/2020

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|---|-----------------|--------------|-----------------|---------------|-----------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 5,070.00 | | 2,500.00 | | 2,570.00 |
| 15 Payroll Taxes | 491.79 | | 386.00 | | 105.79 |
| 16 Workers' Compensation | 223.08 | | 252.36 | | (29.28) |
| 17 Other Benefits | 354.90 | | 350.00 | | 4.90 |
| 18 Total Paid Personnel | 6,139.77 | - | 3,488.36 | | 2,651.41 |
| 19 Third-Party In-Kind Personnel | - | | | - | |
| 20 Total Personnel | 6,139.77 | - | 3,488.36 | - | 2,651.41 |
| 21 Travel & Training * | | | | | - |
| Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | - |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | - |
| 25 Total Equipment | - | - | - | - | - |
| 26 Catered Food | | | | | - |
| 27 Raw Food | | | | | - |
| 28 Consultants * | | | | | - |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | | | | | - |
| 32 Utilities * | | | | | - |
| 33 Office Expense * | | | | | - |
| 34 Vehicle Operations and Maintenance * | | | | | - |
| 35 Outside Services * | | | | | - |
| 36 Nutrition Education | | | | | - |
| 37 Accounting * | | | | | - |
| 38 Audit * ** | | | | | - |
| 39 Volunteer Expense * | | | | | - |
| 40 Insurance * | | | | | - |
| 41 Subcontracted Direct Service Costs * | | | | | - |
| 42 Miscellaneous * | | | | | - |
| 43 Total Other Direct Expenses | - | - | - | - | - |
| 44 Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 Total Program Costs | 6,139.77 | - | 3,488.36 | - | 2,651.41 |

ERROR OK OK OK ERROR

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

Program Costs cell D45 must equal Program Resources cell G39.

Program Costs cell E45 must equal Program Resources cell G25.

Program Costs cell F45 must equal Program Resources cell G32.

Program Costs cell H45 must equal Program Resources cell G38.

Program Costs cell I45 must equal Program Resources cell G20.

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

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Explanations
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor:
Program and Service:
Vendor #:

Care Connexus, Inc.
Title IIIB: Assisted Transportation
0000004832

Date: 10/01/2020

| Budget Line Items | Line # | Total RCOoA | Explanation |
|---------------------------------------|--------|-------------|-------------|
| Travel & Training | 21 | - | |
| Consultants | 28 | - | |
| Lease / Rent | 31 | - | |
| Utilities | 32 | - | |
| Office Expense | 33 | - | |
| Vehicle Operations and Maintenance | 34 | - | |
| Outside Services | 35 | - | |
| Accounting | 37 | - | |
| Audit | 38 | - | |
| Volunteer Expense | 39 | - | |
| Insurance | 40 | - | |
| Subcontracted Direct Service Costs | 41 | - | |
| Miscellaneous | 42 | - | |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original: X
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date: 10/01/2020

Contractor:
Program and Service:
Vendor #:

Care Connexus, Inc.
Title IIB: Assisted Transportation
0000004832

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Admin Manager | 5.00 | 26.00 | 39 | 5,070.00 | |
| 2 | | | | | - | |
| 3 | | | | | - | |
| | Total Salaries / Wages: Section A | | | | 5,070.00 | |
| | Total Salaries / Wages: Section B | | | | - | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | - | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 5,070.00 | |
| | Total Payroll Taxes | | | | 491.79 | |
| | Total Workers' Compensation | | | | 223.08 | |
| | Total Other Benefits | | | | 354.90 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 1,069.77 | |
| | TOTAL PAID PERSONNEL | | | | 6,139.77 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 4 | | | | | - | |
| 5 | | | | | - | |
| 6 | | | | | - | |
| | Total Salaries / Wages: Section B | | | | - | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 7 | | | | | - | |
| 8 | | | | | - | |
| 9 | | | | | - | |
| | Total Salaries / Wages: Section C | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2020-2021

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Contractor:
Program and Service:
Vendor #:

Date:

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | | | | | - | |
| 2 | | | | | - | |
| 3 | | | | | - | |
| | Third-Party In-Kind Personnel: Section A | | | | - | |
| | Third-Party In-Kind Personnel: Section B | | | | - | See detail in Section B |
| | Third-Party In-Kind Personnel: Section C | | | | - | See detail in Section C |
| | TOTAL THIRD-PARTY IN-KIND PERSONNEL | | | | - | |

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 4 | | | | | - | |
| 5 | | | | | - | |
| 6 | | | | | - | |
| | Third-Party In-Kind Personnel: Section B | | | | - | |

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION C | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 7 | | | | | - | |
| 8 | | | | | - | |
| 9 | | | | | - | |
| | Third-Party In-Kind Personnel: Section C | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Resources
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor:
Program and Service:
Vendor #:

Care Connexus, Inc.
Title III E: Caregiver Counseling
0000004832

Date: 10/01/2020

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|-----------------|-------|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 3,626.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 3,626.00 | ERROR |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | 2,242.51 | |
| 32 | Total Match Cash | | 2,242.51 | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 3,626.00 | ERROR |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|----------|----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 403.00 | 2,242.51 |
| Minimum Required Match | Title III E | 25% | 1,209.00 | 2,242.51 |
| Minimum Required Match | Title VII | 0% | - | 2,242.51 |

* IFS = Include Funding Source

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

- Program Resources cell G20 must equal Program Costs cell I45.
- Program Resources cell G25 must equal Program Costs cell E45.
- Program Resources cell G32 must equal Program Costs cell F45.
- Program Resources cell G38 must equal Program Costs cell H45.
- Program Resources cell G39 must equal Program Costs cell D45.

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

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Date: 10/01/2020

Contractor: Care Connexus, Inc.
Program and Service: Title III-E: Caregiver Counseling
Vendor #: 0000004832

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|---|------------|--------------|------------|---------------|-------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 3,635.00 | | 1,800.00 | | 1,835.00 |
| 15 Payroll Taxes | 352.60 | | 253.00 | | 99.60 |
| 16 Workers' Compensation | 159.94 | | 142.00 | | 17.94 |
| 17 Other Benefits | 254.45 | | 47.51 | | 206.94 |
| 18 Total Paid Personnel | 4,401.99 | - | 2,242.51 | | 2,159.48 |
| 19 Third-Party In-Kind Personnel | - | | | - | |
| 20 Total Personnel | 4,401.99 | - | 2,242.51 | - | 2,159.48 |
| 21 Travel & Training * | | | | | - |
| 22 Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | - |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | - |
| 25 Total Equipment | - | - | - | - | - |
| 26 Catered Food | | | | | - |
| 27 Raw Food | | | | | - |
| 28 Consultants * | | | | | - |
| 29 Other Direct Expenses | | | | | |
| 30 Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | | | | | - |
| 32 Utilities * | | | | | - |
| 33 Office Expense * | | | | | - |
| 34 Vehicle Operations and Maintenance * | | | | | - |
| 35 Outside Services * | | | | | - |
| 36 Nutrition Education | | | | | - |
| 37 Accounting * | | | | | - |
| 38 Audit * ** | | | | | - |
| 39 Volunteer Expense * | | | | | - |
| 40 Insurance * | | | | | - |
| 41 Subcontracted Direct Service Costs * | | | | | - |
| 42 Miscellaneous * | | | | | - |
| 43 Total Other Direct Expenses | - | - | - | - | - |
| 44 Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 Total Program Costs | 4,401.99 | - | 2,242.51 | - | 2,159.48 |

ERROR OK OK OK ERROR

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

Program Costs cell D45 must equal Program Resources cell G39.

Program Costs cell E45 must equal Program Resources cell G25.

Program Costs cell F45 must equal Program Resources cell G32.

Program Costs cell H45 must equal Program Resources cell G38.

Program Costs cell I45 must equal Program Resources cell G20.

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

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Explanations
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor:
Program and Service:
Vendor #:

Care Connexus, Inc.
Title III-E: Caregiver Counseling
000004832

Date: 10/01/2020

| Budget Line Items | Line # | Total RCOA | Explanation |
|---------------------------------------|--------|------------|-------------|
| Travel & Training | 21 | - | |
| Consultants | 28 | - | |
| Lease / Rent | 31 | - | |
| Utilities | 32 | - | |
| Office Expense | 33 | - | |
| Vehicle Operations and Maintenance | 34 | - | |
| Outside Services | 35 | - | |
| Accounting | 37 | - | |
| Audit | 38 | - | |
| Volunteer Expense | 39 | - | |
| Insurance | 40 | - | |
| Subcontracted Direct Service Costs | 41 | - | |
| Miscellaneous | 42 | - | |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original: X
Revision:
OTO:

October 1, 2020 to June 30, 2021

Contractor:
Program and Service:
Vendor #:

Care Connexus, Inc.
Title IIIE: Caregiver Counseling
0000004832

Date: 10/01/2020

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Social Worker | 5.00 | 18.64 | 39 | 3,635.00 | |
| 2 | | | | | - | |
| 3 | | | | | - | |
| | Total Salaries / Wages: Section A | | | | 3,635.00 | |
| | Total Salaries / Wages: Section B | | | | - | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | - | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 3,635.00 | |
| | Total Payroll Taxes | | | | 352.60 | |
| | Total Workers' Compensation | | | | 159.94 | |
| | Total Other Benefits | | | | 254.45 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 766.99 | |
| | TOTAL PAID PERSONNEL | | | | 4,401.99 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 4 | | | | | - | |
| 5 | | | | | - | |
| 6 | | | | | - | |
| | Total Salaries / Wages: Section B | | | | - | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 7 | | | | | - | |
| 8 | | | | | - | |
| 9 | | | | | - | |
| | Total Salaries / Wages: Section C | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2020-2021

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date: 10/01/2020

Contractor: Care Connexus, Inc.
Program and Service: Title III E: Caregiver Counseling
Vendor #: 0000004832

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | | | | | - | |
| 2 | | | | | - | |
| 3 | | | | | - | |
| | Third-Party In-Kind Personnel: Section A | | | | - | |
| | Third-Party In-Kind Personnel: Section B | | | | - | See detail in Section B |
| | Third-Party In-Kind Personnel: Section C | | | | - | See detail in Section C |
| | TOTAL THIRD-PARTY IN-KIND PERSONNEL | | | | - | |

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 4 | | | | | - | |
| 5 | | | | | - | |
| 6 | | | | | - | |
| | Third-Party In-Kind Personnel: Section B | | | | - | |

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION C | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 7 | | | | | - | |
| 8 | | | | | - | |
| 9 | | | | | - | |
| | Third-Party In-Kind Personnel: Section C | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Resources
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original: X
Revision:
OTO:

Contractor: Care Connexus, Inc.
Program and Service: Title III E: Caregiver Training - Workshop
Vendor #: 0000004832

Date: 10/01/2020

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|-----------------|------------------|-------|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | Federal funding | 17,640.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 17,640.00 | ERROR |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | 12,775.48 | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | 12,775.48 | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 30,415.48 | ERROR |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|----------|-----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 1,960.00 | 12,775.48 |
| Minimum Required Match | Title IIIE | 25% | 5,880.00 | 12,775.48 |
| Minimum Required Match | Title VII | 0% | - | 12,775.48 |

* IFS = Include Funding Source
 Program Resources amounts (this worksheet) must equal Program Costs amounts (separate worksheet) as follows:
 Program Resources cell G20 must equal Program Costs cell I45.
 Program Resources cell G25 must equal Program Costs cell E45.
 Program Resources cell G32 must equal Program Costs cell F45.
 Program Resources cell G38 must equal Program Costs cell H45.
 Program Resources cell G39 must equal Program Costs cell D45.
 Note that corresponding amounts correctly reported will be noted by "OK", and "ERRORS" denote adjustments needed.

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original: X
Revision:
OTO:

Contractor: Care Connexus, Inc.
Program and Service: Title III-E: Caregiver Training - Workshop
Vendor #: 0000004832

Date: 10/01/2020

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|---|------------|--------------|------------|---------------|-------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 18,837.00 | | 10,079.86 | | 8,757.14 |
| 15 Payroll Taxes | 1,827.19 | | 1,239.22 | | 587.97 |
| 16 Workers' Compensation | 828.83 | | 562.12 | | 266.71 |
| 17 Other Benefits | 1,318.59 | | 894.28 | | 424.31 |
| 18 Total Paid Personnel | 22,811.61 | - | 12,775.48 | | 10,036.13 |
| 19 Third-Party In-Kind Personnel | - | | | - | |
| 20 Total Personnel | 22,811.61 | - | 12,775.48 | - | 10,036.13 |
| 21 Travel & Training * | | | | | - |
| 22 Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | - |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | - |
| 25 Total Equipment | - | - | - | - | - |
| 26 Catered Food | | | | | - |
| 27 Raw Food | | | | | - |
| 28 Consultants * | | | | | - |
| 29 Other Direct Expenses | | | | | |
| 30 Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | | | | | - |
| 32 Utilities * | | | | | - |
| 33 Office Expense * | | | | | - |
| 34 Vehicle Operations and Maintenance * | | | | | - |
| 35 Outside Services * | | | | | - |
| 36 Nutrition Education | | | | | - |
| 37 Accounting * | | | | | - |
| 38 Audit * ** | | | | | - |
| 39 Volunteer Expense * | | | | | - |
| 40 Insurance * | | | | | - |
| 41 Subcontracted Direct Service Costs * | | | | | - |
| 42 Miscellaneous * | | | | | - |
| 43 Total Other Direct Expenses | - | - | - | - | - |
| 44 Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 Total Program Costs | 22,811.61 | - | 12,775.48 | - | 10,036.13 |

ERROR OK OK OK ERROR

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

- Program Costs cell D45 must equal Program Resources cell G39.
- Program Costs cell E45 must equal Program Resources cell G25.
- Program Costs cell F45 must equal Program Resources cell G32.
- Program Costs cell H45 must equal Program Resources cell G38.
- Program Costs cell I45 must equal Program Resources cell G20.

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

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Explanations
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor:
Program and Service:
Vendor #:

Care Connexus, Inc.
Title III: Caregiver Training - Workshop
000004832

Date: 10/01/2020

| Budget Line Items | line # | Total RCOoA | Explanation |
|---------------------------------------|--------|-------------|-------------|
| Travel & Training | 21 | - | |
| Consultants | 28 | - | |
| Lease / Rent | 31 | - | |
| Utilities | 32 | - | |
| Office Expense | 33 | - | |
| Vehicle Operations and Maintenance | 34 | - | |
| Outside Services | 35 | - | |
| Accounting | 37 | - | |
| Audit | 38 | - | |
| Volunteer Expense | 39 | - | |
| Insurance | 40 | - | |
| Subcontracted Direct Service Costs | 41 | - | |
| Miscellaneous | 42 | - | |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date: 10/01/2020

Contractor: Care Connexus, Inc.
Program and Service: Title III: Caregiver Training - Workshop
Vendor #: 0000004832

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Social Worker | 20.00 | 24.15 | 39 | 18,837.00 | |
| 2 | | | | | - | |
| 3 | | | | | - | |
| | Total Salaries / Wages: Section A | | | | 18,837.00 | |
| | Total Salaries / Wages: Section B | | | | - | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | - | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 18,837.00 | |
| | Total Payroll Taxes | | | | 1,827.19 | |
| | Total Workers' Compensation | | | | 828.83 | |
| | Total Other Benefits | | | | 1,318.59 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 3,974.61 | |
| | TOTAL PAID PERSONNEL | | | | 22,811.61 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 4 | | | | | - | |
| 5 | | | | | - | |
| 6 | | | | | - | |
| | Total Salaries / Wages: Section B | | | | - | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 7 | | | | | - | |
| 8 | | | | | - | |
| 9 | | | | | - | |
| | Total Salaries / Wages: Section C | | | | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original: X
Revision:
OTO:

Contractor: Care Connexus, Inc.
Program and Service: Title III E: Caregiver Training - Workshop
Vendor #: 0000004832

Date: 10/01/2020

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | | | | | - | |
| 2 | | | | | - | |
| 3 | | | | | - | |
| | Third-Party In-Kind Personnel: Section A | | | | - | |
| | Third-Party In-Kind Personnel: Section B | | | | - | See detail in Section B |
| | Third-Party In-Kind Personnel: Section C | | | | - | See detail in Section C |
| | TOTAL THIRD-PARTY IN-KIND PERSONNEL | | | | - | |

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 4 | | | | | - | |
| 5 | | | | | - | |
| 6 | | | | | - | |
| | Third-Party In-Kind Personnel: Section B | | | | - | |

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION C | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 7 | | | | | - | |
| 8 | | | | | - | |
| 9 | | | | | - | |
| | Third-Party In-Kind Personnel: Section C | | | | - | |



EXHIBIT D: INSURANCE REQUIREMENTS



- A. Without limiting or diminishing the Service Provider's obligation to indemnify or hold RCOoA 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, RCOoA 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 RCOoA 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. 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.
 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 RCOoA 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 its 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 AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside'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 exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RCOoA, and at the election of the County of Riverside's Risk Manager, Service Provider's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the RCOoA, 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 certified original copies of Endorsements effecting coverage as required herein, and
 - b. If requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original certified 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) that 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's insurance carrier(s) policies do 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 original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein, and the insurance required herein is in full force and effect. Service Provider shall not commence operation until RCOoA has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original 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 RCOoA'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; RCOoA reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County of Riverside 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 RCOoA.
9. Service Provider agrees to notify RCOoA 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



CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c),
(Older Americans Act Reauthorization Act of 2016, Section 306(a))

In the form below, provide the current list of designated community focal points and their addresses. This information must match the total number of focal points reported in the National Aging Program Information System (NAPIS) State Program Report (SPR), i.e., California Aging Reporting System, NAPISCare, Section III.D.

| Designated Community Focal Point | Address | Phone |
|--|---|----------------|
| Albert A. Chatigny Senior Community Recreation Center | 1310 Oak Valley Parkway Beaumont, CA 92223 | (951) 796-8524 |
| Arlanza Community Center – Bryant Park | 7950 Philbin Avenue Riverside, CA 92503 | (951) 351-6135 |
| Banning Senior Center | 769 North San Gorgonio Ave, PO Box 998 Banning, CA 92220 | (951) 922-3250 |
| The Cathedral Center/Cathedral City Senior Center | 37-171 West Buddy Rogers Avenue Cathedral City, CA 92234 | (760) 321-1548 |
| Coachella Senior Center | 1540 Seventh Street Coachella, CA 92236 | (760) 398-0104 |
| Colorado River Senior Community Center | HCR 20, Box 3408 – Rio Loco Blythe, CA 92225 | (760) 922-6133 |
| Corona Senior Center | 921 South Belle Street Corona, CA 92882 | (951) 736-2363 |
| Dales Senior Center – White Park | 3936 Chestnut Street Riverside, CA 92501 | (951) 826-5303 |
| Desert Hot Springs Senior Center | 11-777 West Drive Desert Hot Springs, CA 92240 | (760) 329-0222 |
| Doris Morgan Community Center <i>(Formerly the Blythe Community Center)</i> | 445 North Broadway Blythe, CA 92225 | (760) 922-8801 |
| Eddie Dee Smith Senior Center | 5888 Mission Boulevard Rubidoux, CA 92509 | (951) 275-9975 |
| Idyllwild Town Hall | 25925 Cedar Street Idyllwild, CA 92549 | (951) 659-2638 |
| Indio Senior Center | 45-700 Aladdin Street Indio, CA 92201 | (760) 391-4170 |
| James A. Venable Community Center | 50-390 Carmen Avenue Cabazon, CA 92230 | (951) 922-1097 |
| Janet Goeske Foundation and Senior Center | 5257 Sierra Street Riverside, CA 92504 | (951) 351-8800 |
| Jerry Rummonds' Senior Center | 87-225 Church Street, PO Box 701 Thermal, CA 92274 | (760) 347-3484 |

Riverside County Office on Aging Standard Agreement RCOoA 2020-21

| Designated Community Focal Point | Address | Phone |
|---|--|----------------|
| Joslyn Senior Center | 73-750 Catalina Way Palm Desert, CA 92260 | (760) 340-3220 |
| Kay Cenicerros Senior Center | 29995 Evans Road Sun City, CA 92586 | (951) 672-9673 |
| La Quinta Wellness Center | 78-450 Avenida La Fonda La Quinta, CA 92247 | (760) 564-0096 |
| La Sierra Senior Center | 5215 La Sierra Riverside, CA 92505 | (951) 351-6435 |
| Lake Elsinore Senior Activity Center | 420 East Lakeshore Drive Lake Elsinore, CA 92530 | (951) 674-2526 |
| The LGBT Community Center of the Desert | 1301 North Palm Canyon Drive Palm Springs, CA 92262 | (760) 416-7790 |
| Marion Ashley Community Center | 25625 Briggs Road Menifee, CA 92585 | (951) 928-2700 |
| Mary Phillips Senior Center | 41845 Sixth Street Temecula, CA 92590 | (951) 694-6464 |
| Charles Meigs Community Center | 21091 Rider Street Perris, CA 92570 | (951) 210-1580 |
| Mizell Center | 480 South Sunrise Way Palm Springs, CA 92262 | (760) 323-5689 |
| Moreno Valley Senior Center | 25075 Fir Avenue Moreno Valley, CA 92553 | (951) 413-3430 |
| Moses Schaffer Community Center | 21565 Steele Peak Drive Perris, CA 92570 | (951) 943-9126 |
| Murrieta Senior Center | 41717 Juniper Street Murrieta, CA 92562 | (951) 304-7275 |
| Norco Senior Center | 2690 Clark Avenue, PO Box 428 Norco, CA 92860 | (951) 270-5647 |
| Norton Younglove Community Center | 459 West Center Street Riverside, CA 92507 | (951) 241-7221 |
| Norton Younglove Community Center | 908 Park Street, PO Box 1190 Callimesa, CA 92320 | (909) 795-2287 |
| Perris Senior Center | 100 North "D" Street Perris, CA 92570 | (951) 657-7334 |
| Riverside-San Bernardino County Indian Health | 11555 1/2 Potrero Road Banning, CA 92220 | (951) 849-4761 |
| Ruth H. Lewis Community Center at Reid Park | 701 North Orange Street Riverside, CA 92501 | (951) 826-5654 |
| San Jacinto Community Center | 625 South Pico Avenue San Jacinto, CA 92583 | (951) 654-2054 |
| Stratton Community Center at Bordwell Park | 2008 Martin Luther King Boulevard Riverside, CA 92507 | (951) 826-5355 |
| Ysamel Villegas Community Center | 3091 Esperanza Street Riverside, CA 92503 | (951) 351-6142 |

Riverside County Office on Aging
Standard Agreement
RCOA 2020-21

1. This Standard Agreement (herein referred to as "Agreement"), is made and entered into by and between

COLORADO RIVER SENIOR CITIZENS, a California non-profit corporation, dba COLORADO RIVER SENIOR CENTER (herein referred to as "Service Provider")

and

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside County Office on Aging (herein referred to as "RCOA")

2. This Agreement period of performance is:

October 1, 2020 to June 30, 2021, and may be renewed annually by a written amendment for up to three (3) years.

3. The maximum obligation of RCOA to pay the Service Provider for Fiscal Year 2020-21 is:

\$38,704

Thirty-Nine Thousand Seven Hundred Four Dollars

4. The Service Provider agrees to comply with the obligations as defined in the following documents, which are by this reference incorporated into the Agreement:

Authorized Signatory Form

Service Provider Agreement

Exhibit A: Scope of Service Title IID - Supportive Services

Exhibit B: Service Provider Budget Allocation Summary
Attachment 1 to Exhibit B: Budget & Reimbursement Provisions

Exhibit C: Service Provider Budget Detail

Exhibit D: Insurance Requirements

Exhibit E: Community Focal Points List

5. This Agreement shall become effective upon signature of both parties or October 1, 2020, whichever should come first.

6. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((CUEITA) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUEITA as amended from time to time. The CUEITA authorizes use of an electronic signature for instruments and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (b) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement:

| SERVICE PROVIDER Colorado River Senior Citizens | COUNTY OF RIVERSIDE Riverside County Office on Aging |
|--|---|
| Date Signed: | Date Signed: JAN 12 2021 |
| BY: <u>John Ewing</u> | BY: <u>Karen S. Spiegel</u> |
| Printed Name: John Ewing | Printed Name: KAREN SPIEGEL |
| Title: Executive Director | Title: Chair Board of Supervisors |
| Address: | Address: |
| RCO 20 Box 3408 Blythe, CA 92225 | 3670 Central Avenue, Suite 300 Riverside, CA 92506 |

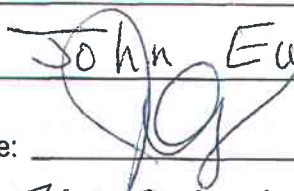
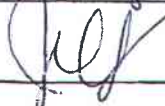
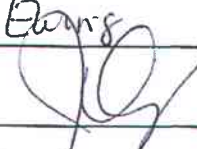
ATTEST:
KECIA R. HARPER, Clerk
 By [Signature]
DEPUTY

FORM APPROVED BY COUNTY COUNSEL
 BY: [Signature]
DANIELLE D. MALAND

JAN 12 2021 3.25

AUTHORIZED SIGNATORY FORM:

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

| Agreement/Amendments/Fiscal Year Closeout Report | |
|--|--|
| Name: <u>John Ewing</u> | Title: <u>Executive Director</u> |
| Signature:  | |
| Phone: <u>760 922-6133</u> | E-mail address: <u>1989 crsc@gmail.com</u> |
| Mailing Address(if different): <u>HC 3408 Blyth CA</u> | |
| Fiscal Documentation, Monthly Reimbursement Reports, Audits | |
| Name: <u>John Ewing</u> | Title: <u>Executive Director</u> |
| Signature:  | |
| Phone: <u>760 922-6133</u> | E-mail address: <u>1989 crsc@gmail.com</u> |
| Mailing Address(if different): | |
| Program Services, Program Reports | |
| Name: <u>John Ewing</u> | Title: <u>Executive Director</u> |
| Signature:  | |
| Phone: <u>760 922 6133</u> | E-mail address: <u>1989 crsc@gmail.com</u> |
| Mailing Address(if different): | |
| In the event of an emergency, RCOoA may contact Service Provider Board Chairperson: | |
| Name: <u>Lynn Cheadle</u> | |
| Phone #: <u>769 219 6665</u> | |
| Mailing: <u>P.O. Box 1105 Blyth CA 92226</u> | |
| Email: <u>1989 crsc@gmail.com</u> | |



SERVICE PROVIDER AGREEMENT



Please print four (4) copies of the Agreement, including all attachments and exhibits, review and approve by signing four (4) original signature pages. Please return all four (4) original signature pages and four (4) copies of the Agreement, including all attachments and exhibits, along with the approving Board of Director's meeting minutes, or similar.

Please obtain insurance documents (Exhibit D) and return all documents upon execution of this Agreement, to our office:

Riverside County Office on Aging
Attn: Contracts Division
P.O. Box 2099
Riverside, CA 92516

If you have any questions or concerns, please contact the Riverside County Office on Aging office at: (951) 867-3800 – Main

Or email: OOAContracts@rivco.org

FY 2020-21 Schedule of Important Dates

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

TERMS AND CONDITIONS

TABLE OF CONTENTS

Agreement Term.....Article I

Assurances & Certifications.....Article II

Certifications under Penalty of Perjury

- A. Labor Board Relations
- B. Air or Water Pollution Violation
- C. Law, Policy and Procedure, Licenses, and Certificates
- D. Non-Discrimination
- E. Drug-Free Workplace Certification
- F. Lobbying Certification
- G. S.W.A.G.
- H. Covenant Against Contingent Fees
- I. Debarment, Suspension, Other Responsibility Matters
- J. Payroll Taxes and Deductions
- K. Child Support Compliance Act
- L. Conflict of Interest

Definitions.....Article III

Agreement Administration.....Article IV

- A. Approval
- B. Revisions/Modifications
- C. Service Provisions
 - 1. Standards of Work
 - 2. Staff and Volunteers
 - 3. Training/Education
 - 4. Reporting Requirements
 - 5. Fiscal Year Closeout Report
 - 6. Interagency Coordination
 - 7. Grievances
 - 8. Monitoring, Assessment and Evaluation
 - 9. Disaster Planning
- E. Documents and Records
 - 1. General Requirements
 - 2. Record Retention
 - 3. Rights in Data
 - 4. Copyrights
- F. Information Integrity, and Security
- G. Access
- H. Audit

General Requirements.....Article V

- A. Property
- B. Facility Construction & Report (Title III Only)
- C. Agreements in Excess of \$100,000
- D. Hold Harmless/Indemnification
- E. Subcontractor Agreements
- F. Resolution of Language Conflicts/Severability/Dispute Resolution Process
- G. Notices
- H. Relationship of Parties
- I. Governing Law/Venue
- J. Assignment
- K. Entirety of Agreement

Termination.....Article VI

Article I. AGREEMENT TERM

The Agreement period of performance is set forth in section 2 of the signature page. No work shall commence before the effective date of the Agreement. Any work performed prior to the effective date of the Agreement is considered performed at risk and may not qualify for reimbursement or compensation. Service Provider agrees to comply with all requirements set forth herein. Reimbursement provisions are included in Attachment 1 to Exhibit B.

Article II. ASSURANCES AND CERTIFICATIONS

CERTIFICATIONS UNDER PENALTY OF PERJURY:

A. LABOR BOARD RELATIONS:

By signing this Agreement, Service Provider swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Service Provider's failure to comply with an order of a federal court which ordered Service Provider to comply with an order of the National Labor Relations Board.

B. AIR OR WATER POLLUTION VIOLATION:

By signing this Agreement, the Service Provider swears under penalty of perjury that the Service Provider is not:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. Determined to be in violation of provisions of federal law relating to air or water pollution.

C. LAW, POLICY AND PROCEDURE, LICENSES, AND CERTIFICATES

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

D. NON-DISCRIMINATION:

1. The Service Provider shall comply with all applicable State and federal statutes relating to nondiscrimination whether expressly set forth herein or not.
2. Service Provider shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
3. The Service Provider assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 USC Section 12101 et seq.).

4. Unless exempted, Service Provider assures compliance with the requirements of California Government Code section 11135 et seq., and Title 2 of the California Code of Regulations section 11140 et seq., which prohibits discrimination of recipients of State financial assistance against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR § 98323)
5. The Service Provider shall ensure compliance with the requirements of California Public Contract Code section 2010 by submitting a completed California Civil Rights Law Certification, prior to execution of this Agreement. The Certification is available at: <http://www.dgs.ca.gov/ols/Forms.aspx> The California Civil Rights Laws Certification ensures Service Provider compliance with the Unruh Civil Rights Act (Cal. Civ. Code section 51) and the Fair Employment and Housing Act (Cal. Gov. Code section 12960), and ensures that Service Provider internal policies are not used in violation of California Civil Rights Laws.
6. Unless specifically exempted, Service Provider assures compliance with California Government Code Section 12990 and California Code of Regulations, Title 2, Section 8103 in matters relating to reporting requirements and the development, implementation, and maintenance of a Nondiscrimination Program.
7. Service Provider agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave.
8. During the performance of this Agreement, Service Provider and its Subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Service Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Service Provider and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Service Provider shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Service Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Service Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
9. Benefits may not be denied to any individual who refuses to provide information with respect to citizenship or alien status unless such information is required by statute to determine eligibility for the benefit.
10. As part of the civil protections under Title VI, any Service Provider receiving federal funding may not exclude anyone otherwise eligible from receiving services because of limited proficiency in the English language; and Based on the Privacy Act of 1974, it is unlawful for any Federal, State, or local government to deny any individual a right, benefit, or privilege because that individual refuses to provide a Social Security number, unless disclosure of the Social Security number is required by Federal statute.

E. DRUG-FREE WORKPLACE CERTIFICATION:

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by California Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by California Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by California Government Code Section 8355(c), that every employee who works on behalf of this Agreement:
 - a. Will receive a copy of the Service Provider's drug-free policy statement, and
 - b. Will agree to abide by the terms of the Service Provider's statement as a condition of employment on the project or Award.

F. LOBBYING CERTIFICATION:

Service Provider certifies, to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the Service Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. S.W.A.G.

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

H. COVENANT AGAINST CONTINGENT FEES

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

I. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The Service Provider certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
2. Service Provider shall report immediately to RCOoA in writing any incidents of alleged fraud and/or abuse by either Service Provider or a subcontractor.
3. Service Provider shall maintain any and all records, documentation, or other evidence of fraud and abuse until otherwise notified by RCOoA.
4. Service Provider agrees to timely execute any and all amendments to this Agreement or other required documentation relating to a subcontractor's debarment/suspension status.

J. PAYROLL TAXES AND DEDUCTIONS:

The Service Provider shall promptly forward payroll taxes, insurances, and contributions, including the State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

K. CHILD SUPPORT COMPLIANCE ACT:

The Service Provider acknowledges in accordance with Public Contract Code 7110 that:

1. Child and family support obligations are important and the Service Provider shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
2. To the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

L. CONFLICT OF INTEREST:

1. The Service Provider shall prevent employees, consultants or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business or other ties. In the event that RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Service Provider's officers, agents or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.
3. RCOoA will not reimburse salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.

Article III. DEFINITIONS

- A. "Administrative" and/or "Administration" means the make-up of the Service Provider herein. The make-up of the Service Provider includes, but not limited to, the Service Provider's business licensure, Internal Revenue Services (IRS) status, Board of Directors and hierarchy organization, internal control policies/procedures/processes for all aspects of the Service Provider.
- B. "Agreement" means this Standard Agreement and all attachments and exhibits and any amendments thereto.
- C. "Budget" means the allowable and reimbursable costs which are necessary to deliver the service as identified in the awarded cost proposal and in Exhibit C-Budget and Payment. Budget details include salaries, direct and indirect costs identified in line item details and Administrative costs. Exhibit C provides the funding, Budget, and payment provisions.
- D. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- E. "Eligible Service Population for Title III B, C-1, C-2, & D" means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP) and older individuals residing in rural areas.
- F. "Eligible Service Population for Title III E" means an adult family member or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.
- G. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- H. "OAA" means Older Americans Act.
- I. "Priority Services for Title IIIB" means those services associated with access to services (outreach, transportation, information & assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

- J. "Priority Services for Title III E" means services provided to: (a) caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals), (b) older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities, or (c) family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
- K. "Program Requirements" means the service delivery requirements contained in this Agreement and the requirements found in the OAA (42 U.S.C.3001-3058); the Code of Federal Regulations (45 CFR 1321); the California Code of Regulations (22 CCR 7700 et seq.); and CDA Program Memoranda and RCOoA guidance; and California Retail Food Code (CRFC).
- L. "RCOoA" means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.
- M. "Service Provider" means the contracting party set forth in section 1 on the signature page awarded funds under this Agreement. Service provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions under this Agreement.
- N. "Service Recipient" also referred to as client, consumer, participant, means the eligible individual who is receiving Federally Funded Title IIIB, IIIC, IIIE Services through funding allocated by the State, and provided through this Agreement.
- O. "Services" means Titles IIIB, IIIC (C1&C2), IIIE, federally mandated and funded activities targeted for the senior population. Activities include: Personal Care, Homemaker Services, Adult Day Care, Respite (day care & In-home), Nutrition Services (Congregate & Home-Delivered), and Family Caregiver Support Program Services (FCPS). The FCPS categories are: Information Services, Access Assistance, Support Services Respite Care, Supplemental Services.
- P. "Subcontractor Agreement" means a written contractual arrangement between Service Provider and a subcontractor/vendor to carry out a portion of the services and supported with funding from this Agreement.

Article IV. AGREEMENT ADMINISTRATION

In accordance with Riverside County Ordinance 459, which includes the federal and State requirements for Procurement of Services, set forth in 45 CFR 92.36 and 22 CCR 7352, all elements of the Procurement Process including: Request for Proposal #OAARC-0019 -Coordinated Care Programs Older Americans Act: Title III, VII, & HICAP Services, Proposal submitted, Background, Program/Financial Evaluation, and Award, as facilitate by the Purchasing Department, the Title III and Title VII Older Adult Services competitive bid is awarded to Service Provider.

A. APPROVAL:

1. Service Provider shall be a nonprofit entity. For-profit entities require approval from CDA prior to RCOoA making an award. Service Provider shall be in good standing with the Secretary of State of California and shall maintain the status throughout the term of this Agreement. Failure to maintain good standing by the Service Provider shall result in suspension or termination of this Agreement with RCOoA until satisfactory status is restored.
2. Service Provider shall Submit written approval documentation for Board of Directors authorization to sign the Agreement which supports the service provisions, as proposed and negotiated, in response to the competitive bid for senior services.
3. Service Provider has no authority or approval to enter into any Agreement or incur obligations on behalf of RCOoA.
4. Technical guidance regarding any Term and/or Condition of this Agreement will be obtained from RCOoA.

B. REVISIONS/MODIFICATIONS:

1. Any revision or modification to this Agreement shall be memorialized in a written Amendment signed by the authorized representatives of both parties. No oral understanding or agreement is binding on either RCOoA or the Service Provider.
2. RCOoA may determine Service Provider is considered "high risk" as described in 45 CFR 74.14 for non-profits. Upon such determination, Service Provider will be notified in writing, of any special conditions, accommodations, limitations, or restrictions.

C. SERVICE PROVISIONS:

1. Standards of Work:

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

2. Staff and Volunteers:

- a. Maintain adequate staff, as required by governing federal, State laws and county requirements, to fulfill the service provision(s). The staffing requirements necessary for the successful delivery of services

are described in Exhibit A: Scope of Services and at rates and amounts identified in Exhibits B-Budget Allocation Summary, and Attachment 1 to Exhibit B-Budget & Reimbursement Provisions.

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

3. Training/Education:

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

4. Reporting Requirements:

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

client information into the information system used by RCOoA. Quarterly and/or annual reports will be submitted as required or requested.

- e. Additional reporting requirements, specific to the service being provided is included in the Exhibit A-Scope of Work. Additional fiscal reporting requirements are, identified in the Attachment 1 to Exhibit B.
- f. Reports may be submitted electronically or in the requested reporting format.
- g. RCOoA and Service Provider shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
- h. Failure to comply with Program and/or Fiscal reporting requirements will exclude Service Provider from eligibility to receive One-Time-Only funding, which is further, described in Attachment 1 to Exhibit B.

5. Fiscal Year Closeout Report:

- a. The Fiscal Year Closeout Report covering July 1 to June 30 is required to be submitted annually, no later than July 10 and signed by a designated Authorized Signatory.
- b. The final Fiscal Year Closeout Report shall include, but is not be limited to; actual accruals for any unpaid obligations; program expenditures and revenues, any corrections or adjustments necessary to bring the report into agreement with balanced general ledger; and adjustments for prepaid expenses to be partially credited to the current fiscal year and charged to the following fiscal year, such as insurance premiums.

6. Interagency Cooperation:

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

7. Grievances:

- a. Grievances are complaints, unresolved issues, negative interactions/results experienced with service and/or service delivery. Service Provider must establish and maintain a written grievance process for service recipients to resolve complaints of negative situations in the delivery of service. Efforts to resolve the grievance topic/situation will be made. At a minimum, the grievance process will include:
 - 1. How to file a grievance, which may include a form and where to file a complaint;
 - 2. Time frames of the grievance process for review, investigation and written response;
 - 3. A statement in the written response that if grievant is dissatisfied with the results of the review, the next step is to submit a written appeal to the RCOoA;
 - 4. Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law. The minimum necessary information relevant to the grievance may be released during the investigation, review and response.
- b. The grievance process shall be posted and accessible in visible areas, as well as delivered by person or mail to homebound service recipients.

- c. The grievance process and/or forms will be available in the primary languages of service participants who communicate in another language.
- d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the Service Provider area of expertise or authority.

8. Monitoring, Assessment and Evaluation:

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

a. Service Recipient:

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

b. Internal Procedures and Processes:

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

9. Disaster Planning:

As part of the area-wide disaster assistance planning, Service Provider shall:

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

E. DOCUMENTS & RECORDS:

1. General Requirements:

- a. Documents and records developed, utilized, and required for successful delivery of services through this Agreement will be made available for review, inspection, monitoring and/or audit at appropriate times during and/or after the Agreement ends.
- b. Documents and records necessary in the delivery of services funded through this Agreement, will be made available for inspection and audit by RCOoA and/or State authorized agents, at any time during normal business hours.
- c. A procedure to process requests for documents, records, confidential information or other information shall be maintained and may include notification to RCOoA of certain requests received and/or processed.
- d. Records and information requests from RCOoA shall be processed within 10 working days of the

- request.
- e. Service Provider shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures and press releases.
- f. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
- g. Complete, auditable records of service delivery, expenditures and other information relating to the services provided will be maintained and retained.

2. Record Retention:

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

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

3. Rights in Data:

- a. The Service Provider shall not publish or transfer any materials, including "subject data" defined below, produced or resulting from activities supported by this Agreement without the express written consent of the CDA or RCOoA, as applicable. Consent shall be given or denied after the written request is received by the RCOoA. A copy of the material for review should be submitted with the request. This subsection is not intended to prohibit the Service Provider from sharing identifying client information as authorized by the service recipient, as allowed by law, or provide summary program information which is not client-specific and contains no confidential information.
- b. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment description, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial cost reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
- c. The State or RCOoA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.
- d. If Service Provider is given the express written consent of the CDA or RCOoA to publish materials, the published materials shall:
 - 1. State that, "The materials were a result of a project funded through RCOoA of CDA, as applicable";

2. Give the name of the entity, the address and telephone number at which the supporting data is available; and,
 3. Include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA", and where applicable, "The publication may not be based upon or inclusive of all raw data."
4. **Copyrights:**
- a. If any material funded by this Agreement is subject to copyright, the State and/or RCOoA reserves the right to copyright such material and the Service Provider agrees not to copyright such material, except when granted permission.
 - b. The Service Provider may request permission to copyright material by writing to the Director of RCOoA. The Director of RCOoA shall notify the Service Provider if it has been granted permission to copyright material or give the reason it has been denied permission to copyright material in writing.
 - c. If the material is copyrighted with the consent of the State and/or RCOoA, the State and/or RCOoA 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.
 - d. The Service Provider certifies that it has appropriate systems and controls in place to ensure funds provided for under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

F. INFORMATION INTEGRITY, AND SECURITY:

1. Information Assets:

- a. The Service Provider, and its Subcontractors/Vendors, shall have in place operational policies, 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., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the 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

2. Encryption of Computing Devices:

- a. The Service Provider, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored 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 portable

electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure:

- a. The Service Provider, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
- b. The Service Provider, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Service Provider, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Service Provider's obligations under this Agreement. The Service Provider and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
- e. The Service Provider and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than RCOoA or CDA without prior written authorization from RCOoA or CDA. The Service Provider may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Service Provider, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release; nor shall the Service Provider accept such blanket authorization from any participant.

4. Security Awareness Training:

1. The Service Provider's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- b. The Service Provider must maintain certificates of completion on file and provide them to CDA upon request.

5. Health Insurance Portability and Accountability Act (HIPAA):

- a. The Service Provider agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement:

- a. The Service Provider shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Service Provider is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

7. Security Incident Reporting:

- a. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Service Provider, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

8. Security Breach Notifications:

- a. Notice must be given by the Service Provider, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance:

- a. The Service Provider, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

10. Electronic Backups

- a. The Service Provider, and its Subcontractors/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. The Service Provider, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

11. The provisions contained in this section shall be included in all contracts of both the Service Provider and its Subcontractors/Vendors.

G. ACCESS:

1. The Service Provider shall provide access to any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representatives to any books, documents, papers, and records of the Service Provider or a Subcontractor which are directly pertinent to this specific Agreement to review or copy for the purpose of making an audit, examination, excerpts, and transcriptions. Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
2. The Service Provider shall permit any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representative access to its premises and/or facility(ies), upon reasonable notice, during normal business hours to determine Service Provider's conformity with this Agreement.
3. The Service Provider shall include these requirement in its subcontracts.

H. AUDIT:

1. If Service Provider expends \$750,000 or more in federal funds annually, it shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: 1. Performed timely—within 30 days after the receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; 2. Properly procured—use procurement standards provided for in OMB Circular 133 and provide maximum opportunities to small and minority audit firms; 3. Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; 4. All inclusive—includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the Agreements; and the schedule of findings and questioned costs; and 5. All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:
Riverside County Office on Aging
Attn: Fiscal Division
P.O. Box 2099
Riverside, CA 92516
2. A Service Provider expending less than \$750,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection. 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be received at RCOoA within 90 days after the end of the fiscal year. Should Service Provider not be able to submit this audit with the time requested, an extension must be obtained in advance from RCOoA.
3. Service Provider assures RCOoA that all subcontractors are audited as required by State and federal law.
4. Service Provider shall be required to include in its contracts with the auditors selected by Service Provider that the auditors will comply with all applicable audit requirements/standards. Service Provider shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Service Provider performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued and how findings were resolved.
5. The audit timeframe shall include the period of performance of this Agreement. If Service Provider is not on the same fiscal year (July 1-June 30) as RCOoA, a reconciliation and supplementary information, prepared by the same certified public accountant, who performed the audit, so accounts can be reconciled to the Agreement. Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.
6. RCOoA shall have access to all audit reports and supporting work papers of the Service Provider and subcontractors.
7. Where the Service Provider engages an independent auditor, the Service Provider shall provide a clause for permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. Maintaining such independent audit records shall be for a period of three (3) years after final payment under the Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer

8. The Service Provider shall cooperate with and participate in any audit or review which may be required by RCOoA.
9. Failure to comply with Audit requirements will exclude Service Provider from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.
10. Authorized RCOoA representatives have the right to monitor, assess, and evaluate the Service Provider's Administrative, fiscal, and program performance controls. Monitoring, assessment, and evaluation may include, but is not limited to, Administrative, fiscal and program processes, policies, audits, inspections of service(s) premises, inspection of food preparation sites, interviews of project staff, and participants.
11. Service Provider shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any Administrative program and fiscal staff, available during any audit review.
12. Service Provider shall, upon request, make available client participation records and fiscal records which confirm all data contained in Monthly Performance and Monthly Financial Report (MFR). Service Provider is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a CDA audit of RCOoA has been completed and an audit resolution has been issued. The information shall be maintained in an organized manner.

Article V. GENERAL REQUIREMENTS

A. PROPERTY:

1. Unless otherwise provided for in this section, property refers to all assets used in operation of this Agreement.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
 - a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Additions, improvements, and betterments to assets meeting all of the conditions in paragraph 2 above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
4. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to

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

5. The Service Provider shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in paragraph 2 above, and submit to RCOoA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Service Provider or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the RCOoA. The Service Provider shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024). The Service Provider shall record, at minimum, the following information when property is acquired:
 - a. Date acquired.
 - b. Item description (include model number).
 - c. CDA tag number.
 - d. Serial number (if applicable).
 - e. Purchase cost or other basis of valuation.
 - f. Fund source
6. **Disposal of Property:**
 - a. Prior to disposal of any property purchased by the Service Provider or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Service Provider must obtain approval from RCOoA for all reportable property as defined in paragraph 2 of this section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from RCOoA. The Service Provider shall submit to RCOoA a Request to Dispose of Property (CDA 248). RCOoA will then instruct the Service Provider on disposition of the property. Once approval for disposal has been received from RCOoA and the Service Provider has reported to RCOoA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Service Provider's inventory report.
 - b. The Service Provider must remove all confidential, sensitive, or personal information from 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, cell or smart phones, multi-function printers, and laptops.
7. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Service Provider shall promptly notify RCOoA.
8. The State reserves title to all 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 the parties.
9. The Service Provider shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Service Provider has complied with all written instructions from RCOoA regarding the final disposition of the property.
10. In the event of the Service Provider's dissolution or upon termination of this Agreement, the Service Provider shall provide a final property inventory to RCOoA. RCOoA reserves the right to require the Service Provider to transfer such property to another entity, or to the RCOoA.
11. To exercise the above right, after termination of this Agreement or notification of the Service Provider's dissolution, RCOoA will issue specific written disposition instructions to the Service Provider.
12. The Service Provider shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Service Provider shall use it, if needed, and with written approval of RCOoA for other purposes in this order:
 - a. For another CDA program providing the same or similar service.

- b. For another CDA-funded program.
- 13. The Service Provider may share use of the property and equipment or allow use by other programs, upon written approval from RCOoA. As a condition of the approval, RCOoA may require reimbursement under this Agreement for its use.
- 14. The Service Provider or subcontractors shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately-owned business entity. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- 15. The Service Provider shall include the provisions contained in this section in all its subcontracts awarded under this Agreement.

B. FACILITY CONSTRUCTION OR REPAIR (TITLE III ONLY)

- 1. This section applies only to Title III funds. Title III funds may be used for facility construction or repair. When applicable for purposes of construction or repair of facilities, Service Provider shall comply with the provisions contained in the following provisions and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR 60]
- 2. Service Provider shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by RCOoA or CDA (if applicable).
- 3. When funding is provided for construction and non-construction activities, the Service Provider must obtain prior written approval from RCOoA or CDA (if applicable) before making any fund or budget transfers between construction and non-construction.

C. AGREEMENTS IN EXCESS OF \$100,000

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

- 1. Clean Air Act, as amended. [42 USC 7401]
- 2. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
- 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- 5. Unruh Civil Rights Act [Cal. Pub. Con. Code §2010]

D. HOLD HARMLESS/INDEMNIFICATION:

Service Provider shall indemnify and hold harmless the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "County Indemnitees") from any liability, action, claim, or damage whatsoever, based or asserted upon any services 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 or any other element of any kind or nature. Service Provider shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or

awards) in any claim or action based upon such acts, omissions or services. With respect to any action or claim subject to indemnification herein by Service Provider, Service Provider shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCOoA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Service Provider's indemnification to County Indemnitees as set forth herein. Service Provider's obligation hereunder shall be satisfied when Service Provider has provided to RCOoA the appropriate form of dismissal relieving RCOoA from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Service Provider's obligations to indemnify and hold harmless County Indemnitees herein from third party claims.

E. SUBCONTRACTOR AGREEMENTS:

1. Service Provider shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists, Service Provider shall follow the procurement requirements applicable to the relationship. Before Service Provider enters into a subcontract with a for-profit organization, it shall obtain the approval of RCOoA.
2. Service Provider shall include the Assurances and Certifications in the award documents in all subcontracts. In addition, Subcontractor Agreements shall contain language of this Agreement and require the subcontractors 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 shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
4. Any subcontracting private entity shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Service Provider until satisfactory status is restored.
5. Service Provider is responsible for subcontractor responsibilities and will ensure the service deliverables are being met to fulfill all of the obligations of this Agreement.
6. Copies of Subcontractor Agreements, interagency cooperation arrangements, Memorandums and/or Letters of Understanding shall be maintained and available to RCOoA for review upon request.
7. Service Provider shall monitor subcontractor(s) to ensure compliance with the service provisions and other requirements included in this Agreement, including insurance requirements.
8. Notification of any changes to subcontractors or subcontracted services shall be sent to RCOoA.
9. Agreement funds shall not be obligated for services beyond the ending date of this Agreement.

F. RESOLUTION OF LANGUAGE CONFLICTS/SEVERABILITY/DISPUTE RESOLUTION PROCESS:

1. The Agreement and any other applicable program requirements have the following order of precedence, if there is any conflict in what they require:
 - a. The Older Americans Act and other applicable federal statutes and their implementing regulations.
 - b. If applicable, the Older Californians Act and other California State codes and regulations.
 - c. Standard Agreement AP-2021-21 between RCOoA and CDA, including all exhibits and any amendments thereto.
 - d. This Agreement, including all exhibits and any amendments thereto.
 - e. Any other documents incorporated herein by reference.
 - f. Program memos and other guidance issued by CDA and RCOoA.

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 shall remain in full force and effect.
3. In the event of a dispute or grievance arising under 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. The decision of the RCOoA Director shall be final and the Service Provider has no right of appeal to CDA. The Service Provider shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
 - b. Contract resolution must occur within 15 months of the contract closeout.

G. Notices:

1. Any notice required by this Agreement or by law is considered given when delivered in person or by mail (registered/certified, overnight, postage prepaid, return receipt requested) with a trackable delivery.
2. Notices delivered in person or by mail, as described above will be addressed as follows:

RCOoA

Riverside County Office on Aging
Attention: Contracts Division
P.O. Box 2099
Riverside, CA 92516

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

H. Relationship of Parties:

The Service Provider is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of RCOoA. It is expressly understood and agreed that the Service Provider (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which RCOoA employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Service Provider shall hold RCOoA harmless from any and all claims that may be made against RCOoA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

I. Governing Law/Venue:

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of

venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. Assignment:

Service Provider shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of RCOoA. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

K. Entirety of Agreement:

This Agreement, including any attachments or exhibits or documents incorporated herein, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

Article VI. TERMINATION

- A.** This Agreement may be terminated by either party, in whole or in part, without cause, at any time during the Agreement period of performance, upon sixty (60) days prior written notice to the other party.
- B.** RCOoA may terminate, in whole or in part, for cause this Agreement and RCOoA shall be relieved of the payment of any consideration to the Service Provider. Termination for cause shall be effective thirty (30) days from the delivery of the notice of termination unless the grounds for termination are due to threat to life, health or safety of the public, and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include, but are not limited to, the following:
1. A violation of the law or failure to comply with any condition of this Agreement;
 2. Inadequate 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 an unsatisfactory financial condition as determined by RCOoA, as to endanger performance of this Agreement, which includes the loss of other funding sources;
 5. Delinquency in payment of taxes or payment of costs for 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 or the 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.

- C. RCOoA shall provide a 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.
- D. After receipt of a Notice of Termination, Service Provider shall 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.
- E. After receipt of a Notice of Termination, Service Provider shall (1) stop work as specified in the notice of termination, (2) place no further orders or subcontracts for materials, services or facilities, except as may be necessary to complete the continued portion of the Agreement, (3) terminate all subcontracts to the extent they related to the work terminated, and (4) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- F. 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

Fiscal Year 2020-21

October 1, 2020 through June 30, 2021

COLORADO RIVER SENIOR CITIZENS TITLE IIIB - SENIOR CENTER ACTIVITIES

I. SCOPE OF SERVICES

- A. Services will be provided as described in the awarded proposal, in response to the Request for Proposals #OAARC-0019, and as described herein.
- B. Service Provider must use the referral and intake forms provided or approved by RCOoA, for each new client served, and take appropriate measures to provide, refer, or coordinate the necessary services as warranted by intake form. A copy of this form must be maintained on file and made available for review. RCOoA Intake Form can be found on the Office on Aging website at www.rcaging.org or by contacting RCOoA.
- C. Service Provider will coordinate program services, as appropriate, with other senior services providers in the community, i.e., transportation, housing, health providers, churches, civic groups, etc.

II. TARGET POPULATION

- A. Eligible Service Population for Title III B means individuals sixty (60) years of age or older, with emphasis on those in greatest economic need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

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

- A. Services offered by this program will target the county's Service Area 11 and will be administered from the Colorado River Senior Community Center located in Blythe, with multiple points of service delivery throughout the service area, including partner agency locations in Riverside County. The project will target the following areas:

SA11: Blythe; Desert Center, Ripley, Mesa Verde

IV. SERVICE OBJECTIVES for each service is as follows:

- A. Supportive Services (Caring for Elderly)

Number of Units of Service to be provided: 1,418

Senior Center Activities

Services designed to enable older individuals to attain and/or maintain physical and mental well-

being such as recreation, music, creative arts, physical activity, education, leadership development and other supportive services not covered under other service categories. Development and provision of new volunteer opportunities and services, and creation of additional services and programs to remedy gaps and deficiencies in existing services. Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities, are not allowable.

V. ADDITIONAL REQUIREMENTS

The Service Provider shall perform the following for Title III B:

- A. Implement the statutory provisions of the Title III B Programs in accordance with State and federal laws and regulations. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, RCOoA.
- B. Maintain an organization that shall have the ultimate accountability for funds received from RCOoA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
- C. Meet the requirements under OAA Section 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
- D. 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)(1)(B).
- E. Provide a continuum of care for the vulnerable eligible service population as required under OAA Section 301(a)(1)(C).
- F. Secure the opportunity for the eligible service population to receive managed in-home and long-term care services as required under OAA Section 301(a)(1)(D).
- G. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA Section 721.
- H. Service Provider shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
- I. Cooperate fully with annual onsite program and fiscal monitoring.
- J. Provide program information and assistance to the public.
- K. Meet the requirements under the AB 1217 Lowenthal Home Care Services Consumer Protection Act laws that provides for the In-Home Supportive Services (IHSS) program, which includes eligibility requirements for individuals who provide services to recipients under the program.
- L. Service Provider hereby agrees to comply with the RCOoA policies and procedures that are based on Title 22 California Code of Regulations, Division 1.8 California Department of Aging.



Riverside County Office on Aging Exhibit B: Service Provider Budget Allocation Summary



Fiscal Year 2020-21
October 1, 2020 to June 30, 2021
COLORADO RIVER SENIOR CITIZENS

| Project Grant | Funded Program | Service Unit Reporting Description | CFDA # | Number of Units | Unit Rate | Federal Funding | State Funding | RCOA |
|--|---|------------------------------------|--------|-----------------|-----------|-----------------|---------------|--------------------|
| | | | | | | | | Maximum Obligation |
| OA61642FY21 | Title III B: Supportive Services - Senior Center Activities * | 1 Hour | 94.044 | 1,418 | \$28.00 | \$39,704 | | \$39,704 |
| FY 2020-21 MAXIMUM OBLIGATION TOTAL | | | | | | | | \$39,704 |

* Includes \$11,250 for Utilities



ATTACHMENT 1 TO EXHIBIT B: BUDGET & REIMBURSEMENT PROVISIONS



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

A. BUDGET AND BUDGET REVISION

1. The Service Provider will be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Attachment and shall not be entitled to payment for these expenses until this Agreement is approved and executed by the County of Riverside. The approved Budget is included as Attachment C: Service Provider Budget Detail. The Service Provider Budget Detail identifies budget appropriation categories and line item reimbursable costs; including unit rates, quantity and totals associated with delivering services under this Agreement. The Service Provider Budget Detail includes, at a minimum, the following appropriations (budget categories) & line items, as reimbursable and allowable, under this Agreement:
 - a. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b. Fringe Benefits.
 - c. Agreement Costs – subcontract and consultant cost detail.
 - d. Indirect Costs.
 - e. Rent – specify square footage and rate.
 - f. Supplies.
 - g. Equipment – detailed descriptions and unit costs.
 - h. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - i. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 - j. Other Costs – a detailed list of other operating expenses.
2. The Service Provider shall ensure that any Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section 1. above.
3. The Service Provider may transfer Agreement funds between line items under the following terms and conditions:
 - a. The Service Provider may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Service Provider shall not transfer funds designated for programs into administration line items.
 - b. The Service Provider shall submit a revised budget to RCOoA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
 - c. The Service Provider shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall be available to RCOoA upon request and shall be maintained in the same manner as all other financial records.
 - d. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the Agreement, and shall not include allocation transfers.

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 or appropriation of State and/or federal funds.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State 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 the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
3. No legal liability on the part of RCOoA for any payment may arise under this Agreement until funds are made available.

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

1. OTO funds are non-transferable between funding sources and can only be used in the program in which they were accrued.
2. Titles III and VII Program OTO funds shall only be used 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 caregivers to maintain the eligible service population in a home environment, as approved by RCOoA.
 - c. Innovative pilot projects, approved by CDA/RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53 (a)(b).
 - d. OTO funds may be used to maintain or increase baseline services, with RCOoA approval. However, programs funded with OTO funds shall not exceed OTO funding beyond the current fiscal year in which OTO funds are awarded.
3. Nutrition Services Incentive Program (NSIP) are OTO funds used to purchase food only in the Elderly Nutrition Programs.

D. Matching Requirements & Contributions:

1. "Matching Contributions" means the cash value and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Agreement funding.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Service Provider or a subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
2. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
3. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
4. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
5. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
6. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
7. Matching contributions generated in excess of the minimum required are considered overmatch.
8. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
9. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

10. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
11. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

E. Program Income:

1. "Program Income" means revenue generated by the Service Provider or the subcontractor from Agreement-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - 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.
2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
3. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 3).
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Agreement period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

F. Expenditure of Funds:

1. The Service Provider shall expend and justify all funds received, as described in Attachment C: Service Provider Budget Detail.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Service Provider from paying any differences in costs, from funds other than those provided by RCOoA, between CalHR rates and any rates the Service Provider is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from RCOoA. [SCM 3.17.2.A(4)]

The Service Provider agrees to include these requirements in all agreements it enters into with subcontractors to provide services pursuant to this Agreement.

3. RCOoA reserves the right to refuse payment to the Service Provider or disallow costs for any expenditure, as determined by RCOoA to be: out of compliance with this Agreement, 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. [2 CFR 200] [45 CFR 75]

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 an amendment to Service Provider to reflect the reduced funding for this Agreement.
2. In the event that RCOoA elects to offer an amendment, it shall be mutually understood by both parties that RCOoA in its sole discretion shall determine the amount that this Agreement 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 Exhibit A or if spending pattern indicates the Service Provider will have unexpended funding at the end of the Agreement period of performance. RCOoA will be the sole determinant of all reduction of 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 by RCOoA, the Service Provider shall be compensated by RCOoA for completed services rendered prior to termination, subject to availability of funds, allowability of costs and audit verification.

I. Increase of Funds:

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

J. Supplanting Funds:

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

K. Acknowledging RCOoA Funding:

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

L. Interest Earned:

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RCOoA. Interest amounts up to \$500 per year may be retained by the Service Provider and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305 (b)(8)] [45 CFR 75.305(b)(8)]
3. The Service Provider must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - 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.
 - 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.

- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

M. Indirect Costs:

1. The maximum allowable reimbursement for indirect costs is ten percent (10%) of Service Provider's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
2. Service Provider requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Service Providers must received prior approval from RCOoA prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on building, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

N. Financial Management Systems:

1. Service Provider shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:
 - a. Financial Reporting.
 - b. Accounting Records.
 - c. Complete Disclosure.
 - d. Source Documentation.
 - e. Internal Control.
 - f. Budgetary Control.
 - g. Cash Management (written procedures).
 - h. Allowable Costs (written procedures).
2. RCOoA may require financial reports more frequently and/or with more detail, upon written notice to the Service Provider, until such time as RCOoA determines that the financial management standards are met.

O. Unexpended Funds:

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

PAYMENT

A. Advance Payments:

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

B. Monthly Reimbursement Payments:

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

C. Accruals:

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

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:

Revision:

OTO:

Contractor:

Colorado River Senior Citizens

Date: 10/01/2020

Program and Service:

Title IIIB Senior Center Activities

Vendor #:

46713

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|------------------|----|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | OA61642FY21 | 39,704.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 39,704.00 | OK |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | 11,250.00 | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | 11,250.00 | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 50,954.00 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|-----------|-----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 4,412.00 | 11,250.00 |
| Minimum Required Match | Title IIIE | 25% | 13,235.00 | 11,250.00 |
| Minimum Required Match | Title VII | 0% | - | 11,250.00 |

* IFS = Include Funding Source

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

Program Resources cell G20 must equal Program Costs cell I45.

Program Resources cell G25 must equal Program Costs cell E45.

Program Resources cell G32 must equal Program Costs cell F45.

Program Resources cell G38 must equal Program Costs cell H45.

Program Resources cell G39 must equal Program Costs cell D45.

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

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor: Colorado River Senior Citizens
Program and Service: Title IIIB Senior Center Activities
Vendor #: 46713

Date: 10/01/2020

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOa |
|---|------------|--------------|------------|---------------|------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 34,797.55 | | | | 34,797.55 |
| 15 Payroll Taxes | 3,375.36 | | | | 3,375.36 |
| 16 Workers' Compensation | 1,531.09 | | | | 1,531.09 |
| 17 Other Benefits | - | | | | - |
| 18 Total Paid Personnel | 39,704.00 | - | - | - | 39,704.00 |
| 19 Third-Party In-Kind Personnel | - | | | | - |
| 20 Total Personnel | 39,704.00 | - | - | - | 39,704.00 |
| 21 Travel & Training * | | | | | - |
| Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | - |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | - |
| 25 Total Equipment | - | - | - | - | - |
| 26 Catered Food | | | | | - |
| 27 Raw Food | | | | | - |
| 28 Consultants * | | | | | - |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | | | | | - |
| 32 Utilities * | 5,600.00 | | 5,600.00 | | - |
| 33 Office Expense * | | | | | - |
| 34 Vehicle Operations and Maintenance * | | | | | - |
| 35 Outside Services * | | | | | - |
| 36 Nutrition Education | | | | | - |
| 37 Accounting * | 1,650.00 | | 1,650.00 | | - |
| 38 Audit * ** | | | | | - |
| 39 Volunteer Expense * | | | | | - |
| 40 Insurance * | 4,000.00 | | 4,000.00 | | - |
| 41 Subcontracted Direct Service Costs * | | | | | - |
| 42 Miscellaneous * | | | | | - |
| 43 Total Other Direct Expenses | 11,250.00 | - | 11,250.00 | - | - |
| 44 Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 Total Program Costs | 50,954.00 | - | 11,250.00 | - | 39,704.00 |

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

Program Costs cell D45 must equal Program Resources cell G39.

Program Costs cell E45 must equal Program Resources cell G25.

Program Costs cell F45 must equal Program Resources cell G32.

Program Costs cell H45 must equal Program Resources cell G38.

Program Costs cell I45 must equal Program Resources cell G20.

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



RIVERSIDE COUNTY OFFICE ON AGING



Exhibit C: Service Provider Budget Detail

Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original: X
 Revision:
 OTO:

Contractor:

Colorado River Senior Citizens

Date:

10/01/2020

Program and Service:

Title IIIB Senior Center Activities

Vendor #:

46713

| Budget Line Items | Line # | Total RCOA | Explanation |
|---------------------------------------|--------|------------|-----------------------------|
| Travel & Training | 21 | - | |
| Consultants | 28 | - | |
| Lease / Rent | 31 | - | |
| Utilities | 32 | - | Electricity, Gas, Trash etc |
| Office Expense | 33 | - | |
| Vehicle Operations and Maintenance | 34 | | |
| Outside Services | 35 | - | |
| Accounting | 37 | - | Income Tax, bookkeeping |
| Audit | 38 | - | |
| Volunteer Expense | 39 | - | |
| Insurance | 40 | - | Property, Liability etc |
| Subcontracted Direct Service Costs | 41 | - | |
| Miscellaneous | 42 | - | |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date: 10/01/2020

Contractor: Colorado River Senior Citizens
Program and Service: Title IIIB Senior Center Activities
Vendor #: 46713

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Executive Director | 36.00 | 28.28 | 39 | 39,704.00 | |
| 2 | | | | | - | |
| 3 | | | | | - | |
| 4 | | | | | - | |
| 5 | | | | | - | |
| | Total Salaries / Wages: Section A | | | | 39,704.00 | |
| | Total Salaries / Wages: Section B | | | | - | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | - | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 39,704.00 | |
| | Total Payroll Taxes | | | | 3,851.29 | |
| | Total Workers' Compensation | | | | 1,746.98 | |
| | Total Other Benefits | | | | | |
| | TOTAL EMPLOYEE BENEFITS | | | | 5,598.26 | |
| | TOTAL PAID PERSONNEL | | | | 45,302.26 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 6 | | | | | - | |
| 7 | | | | | - | |
| 8 | | | | | - | |
| | Total Salaries / Wages: Section B | | | | - | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 9 | | | | | - | |
| 10 | | | | | - | |
| 11 | | | | | - | |
| | Total Salaries / Wages: Section C | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging

Contractor Budget: In-Kind Personnel

Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:

Revision:

OTO:

Contractor:

Colorado River Senior Citizens

Date: 10/01/2020

Program and Service:

Title IIIB Senior Center Activities

Vendor #:

46713

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A | | | | | | |
|---|------------------|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | - | |
| Third-Party In-Kind Personnel: Section A | | | | | - | |
| Third-Party In-Kind Personnel: Section B | | | | | - | See detail in Section B |
| Third-Party In-Kind Personnel: Section C | | | | | - | See detail in Section C |
| TOTAL THIRD-PARTY IN-KIND PERSONNEL | | | | | - | |

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B | | | | | | |
|---|------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 4 | | | | | - | |
| 5 | | | | | - | |
| 6 | | | | | - | |
| Third-Party In-Kind Personnel: Section B | | | | | - | |

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION C | | | | | | |
|---|------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 7 | | | | | - | |
| 8 | | | | | - | |
| 9 | | | | | - | |
| Third-Party In-Kind Personnel: Section C | | | | | - | |



EXHIBIT D: INSURANCE REQUIREMENTS



- A. Without limiting or diminishing the Service Provider's obligation to indemnify or hold RCOoA 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, RCOoA 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 RCOoA 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. 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.
 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 RCOoA 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 its 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 AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside'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 exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RCOoA, and at the election of the County of Riverside's Risk Manager, Service Provider's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the RCOoA, 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 certified original copies of Endorsements effecting coverage as required herein, and
 - b. If requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original certified 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) that 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's insurance carrier(s) policies do 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 original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein, and the insurance required herein is in full force and effect. Service Provider shall not commence operation until RCOoA has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original 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 RCOoA'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; RCOoA reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County of Riverside 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 RCOoA.
9. Service Provider agrees to notify RCOoA 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



CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c),
 (Older Americans Act Reauthorization Act of 2016, Section 306(a))

In the form below, provide the current list of designated community focal points and their addresses. This information must match the total number of focal points reported in the National Aging Program Information System (NAPIS) State Program Report (SPR), i.e., California Aging Reporting System, NAPISCare, Section III.D.

| Designated Community Focal Point | Address | Phone |
|--|---|----------------|
| Albert A. Chatigny Senior Community Recreation Center | 1310 Oak Valley Parkway Beaumont, CA 92223 | (951) 796-8524 |
| Arlanza Community Center – Bryant Park | 7950 Philbin Avenue Riverside, CA 92503 | (951) 351-6135 |
| Banning Senior Center | 769 North San Geronio Ave, PO Box 998 Banning, CA 92220 | (951) 922-3250 |
| The Cathedral Center/Cathedral City Senior Center | 37-171 West Buddy Rogers Avenue Cathedral City, CA 92234 | (760) 321-1548 |
| Coachella Senior Center | 1540 Seventh Street Coachella, CA 92236 | (760) 398-0104 |
| Colorado River Senior Community Center | HCR 20, Box 3408 – Rio Loco Blythe, CA 92225 | (760) 922-6133 |
| Corona Senior Center | 921 South Belle Street Corona, CA 92882 | (951) 736-2363 |
| Dales Senior Center – White Park | 3936 Chestnut Street Riverside, CA 92501 | (951) 826-5303 |
| Desert Hot Springs Senior Center | 11-777 West Drive Desert Hot Springs, CA 92240 | (760) 329-0222 |
| Doris Morgan Community Center <i>(Formerly the Blythe Community Center)</i> | 445 North Broadway Blythe, CA 92225 | (760) 922-8801 |
| Eddie Dee Smith Senior Center | 5888 Mission Boulevard Rubidoux, CA 92509 | (951) 275-9975 |
| Idyllwild Town Hall | 25925 Cedar Street Idyllwild, CA 92549 | (951) 659-2638 |
| Indio Senior Center | 45-700 Aladdin Street Indio, CA 92201 | (760) 391-4170 |
| James A. Venable Community Center | 50-390 Carmen Avenue Cabazon, CA 92230 | (951) 922-1097 |
| Janet Goeske Foundation and Senior Center | 5257 Sierra Street Riverside, CA 92504 | (951) 351-8800 |
| Jerry Rummonds' Senior Center | 87-225 Church Street, PO Box 701 Thermal, CA 92274 | (760) 347-3484 |

| Designated Community Focal Point | Address | Phone |
|---|--|----------------|
| Joslyn Senior Center | 73-750 Catalina Way Palm Desert, CA 92260 | (760) 340-3220 |
| Kay Cenicerros Senior Center | 29995 Evans Road Sun City, CA 92586 | (951) 672-9673 |
| La Quinta Wellness Center | 78-450 Avenida La Fonda La Quinta, CA 92247 | (760) 564-0096 |
| La Sierra Senior Center | 5215 La Sierra Riverside, CA 92505 | (951) 351-6435 |
| Lake Elsinore Senior Activity Center | 420 East Lakeshore Drive Lake Elsinore, CA 92530 | (951) 674-2526 |
| The LGBT Community Center of the Desert | 1301 North Palm Canyon Drive Palm Springs, CA 92262 | (760) 416-7790 |
| Marion Ashley Community Center | 25625 Briggs Road Menifee, CA 92585 | (951) 928-2700 |
| Mary Phillips Senior Center | 41845 Sixth Street Temecula, CA 92590 | (951) 694-6464 |
| Charles Meigs Community Center | 21091 Rider Street Perris, CA 92570 | (951) 210-1580 |
| Mizell Center | 480 South Sunrise Way Palm Springs, CA 92262 | (760) 323-5689 |
| Moreno Valley Senior Center | 25075 Fir Avenue Moreno Valley, CA 92553 | (951) 413-3430 |
| Moses Schaffer Community Center | 21565 Steele Peak Drive Perris, CA 92570 | (951) 943-9126 |
| Murrieta Senior Center | 41717 Juniper Street Murrieta, CA 92562 | (951) 304-7275 |
| Norco Senior Center | 2690 Clark Avenue, PO Box 428 Norco, CA 92860 | (951) 270-5647 |
| Norton Younglove Community Center | 459 West Center Street Riverside, CA 92507 | (951) 241-7221 |
| Norton Younglove Community Center | 908 Park Street, PO Box 1190 Calimesa, CA 92320 | (909) 795-2287 |
| Perris Senior Center | 100 North "D" Street Perris, CA 92570 | (951) 657-7334 |
| Riverside-San Bernardino County Indian Health | 11555 ½ Potrero Road Banning, CA 92220 | (951) 849-4761 |
| Ruth H. Lewis Community Center at Reid Park | 701 North Orange Street Riverside, CA 92501 | (951) 826-5654 |
| San Jacinto Community Center | 625 South Pico Avenue San Jacinto, CA 92583 | (951) 654-2054 |
| Stratton Community Center at Bordwell Park | 2008 Martin Luther King Boulevard Riverside, CA 92507 | (951) 826-5355 |
| Ysamel Villegas Community Center | 3091 Esperanza Street Riverside, CA 92503 | (951) 351-6142 |

**Riverside County Office on Aging
Standard Agreement
RCOoA 2020-21**

1. This Standard Agreement (herein referred to as "Agreement") is made and entered into by and between:

COUNCIL ON AGING - SOUTHERN CALIFORNIA, INC., a California nonprofit corporation, (herein referred to as "Service Provider")

and

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside County Office on Aging (herein referred to as "RCOoA")

2. This Agreement period of performance is:

October 1, 2020 to June 30, 2021, and may be renewed annually by a written amendment for up to three (3) years.

3. The maximum obligation of RCOoA to pay the Service Provider for Fiscal Year 2020-21 is:

\$601,500

Six Hundred One Thousand Five Hundred Ninety-Fight Dollars.

4. The Service Provider agrees to comply with the obligations as defined in the following documents, which are by this reference incorporated into the Agreement:

Authorized Signatory Form

Service Provider Agreement

Exhibit A: Scope of Service - Titles #10 & VII - Local Ombudsman Program Services

Exhibit B: Service Provider Budget Allocation Summary
Attachment 1 to Exhibit D: Budget & Reimbursement Provisions

Exhibit C: Service Provider Budget Detail

Exhibit D: Insurance Requirements

Exhibit E: Community Tocal Points List

5. This Agreement shall become effective upon signature of both parties on October 1, 2020, whichever should come first.

6. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party in this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUEA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUEA as amended from time to time. The CUEA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (j) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

| SERVICE PROVIDER | COUNTY OF RIVERSIDE |
|--|---|
| Council on Aging - Southern California, Inc. | Riverside County Office on Aging |
| Date Signed | Date Signed: JAN 12 2021 |
| Digitally signed by Lisa Jenkins Date: 2020.12.21 16:15:22 -0800 | BY: <i>Karen S. Spiegel</i> KAREN SPIEGEL |
| Printed Name: Lisa Wright Jenkins | Printed Name: |
| Title: President and CEO | Title: Chair Board of Supervisors |
| Address | Address |
| 2 Executive Circle, Suite 375 Irvine, CA 92614 | 3610 Central Avenue, Suite 300 Riverside, CA 92506 |

ATTEST:
KECIA R. HARPER, Clerk
By *[Signature]*
DEPUTY

COURN-SPICED COUNTY COUNSEL
[Signature]
DRINGLES & MALAND

JAN 12 2021 3:25

AUTHORIZED SIGNATORY FORM:

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

Agreement/Amendments/Fiscal Year Closeout Report

Name: Lisa Wright Jenkins Title: President/CEO

Signature: _____

Phone: 714-479-0107 E-mail address: lwjenkins@coasc.org

Mailing Address(if different):

Fiscal Documentation, Monthly Reimbursement Reports, Audits

Name: Valerie Usher Title: CFO

Signature: Valerie Usher

Phone: 714-648-0892 E-mail address: vusher@coasc.org

Mailing Address(if different):

Program Services, Program Reports

Name: Hazel Lambert Title: Director Riverside Long Term care
Ombudsman Program

Signature: Hazel Lambert

Phone: 909-291-7591 x 220 E-mail address: hlambert@ombirs.org

Mailing Address(if different):

In the event of an emergency, RCOoA may contact Service Provider Board Chairperson:

Name: Daryl YeeLitt

Phone #: 714-479-0107

Mailing: 2 Executive Circle, Suite 175 Irvine, CA 92614

Email: dyeelitt@coasc.org



SERVICE PROVIDER AGREEMENT



Please print four (4) copies of the Agreement, including all attachments and exhibits, review and approve by signing four (4) original signature pages. Please return all four (4) original signature pages and four (4) copies of the Agreement, including all attachments and exhibits, along with the approving Board of Director's meeting minutes, or similar.

Please obtain insurance documents (Exhibit D) and return all documents upon execution of this Agreement, to our office:

Riverside County Office on Aging
Attn: Contracts Division
P.O. Box 2099
Riverside, CA 92516

If you have any questions or concerns, please contact the Riverside County Office on Aging office at: (951) 867-3800 – Main

Or email: OOAContracts@rivco.org

FY 2020-21 Schedule of Important Dates

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

TERMS AND CONDITIONS

TABLE OF CONTENTS

Agreement Term.....Article I

Assurances & Certifications.....Article II

Certifications under Penalty of Perjury

- A. Labor Board Relations
- B. Air or Water Pollution Violation
- C. Law, Policy and Procedure, Licenses, and Certificates
- D. Non-Discrimination
- E. Drug-Free Workplace Certification
- F. Lobbying Certification
- G. S.W.A.G.
- H. Covenant Against Contingent Fees
- I. Debarment, Suspension, Other Responsibility Matters
- J. Payroll Taxes and Deductions
- K. Child Support Compliance Act
- L. Conflict of Interest

Definitions.....Article III

Agreement Administration.....Article IV

- A. Approval
- B. Revisions/Modifications
- C. Service Provisions
 - 1. Standards of Work
 - 2. Staff and Volunteers
 - 3. Training/Education
 - 4. Reporting Requirements
 - 5. Fiscal Year Closeout Report
 - 6. Interagency Coordination
 - 7. Grievances
 - 8. Monitoring, Assessment and Evaluation
 - 9. Disaster Planning
- E. Documents and Records
 - 1. General Requirements
 - 2. Record Retention
 - 3. Rights in Data
 - 4. Copyrights
- F. Information Integrity, and Security
- G. Access
- H. Audit

General Requirements.....Article V

- A. Property
- B. Facility Construction & Report (Title III Only)
- C. Agreements in Excess of \$100,000
- D. Hold Harmless/Indemnification
- E. Subcontractor Agreements
- F. Resolution of Language Conflicts/Severability/Dispute Resolution Process
- G. Notices
- H. Relationship of Parties
- I. Governing Law/Venue
- J. Assignment
- K. Entirety of Agreement

Termination.....Article VI

Article I. AGREEMENT TERM

The Agreement period of performance is set forth in section 2 of the signature page. No work shall commence before the effective date of the Agreement. Any work performed prior to the effective date of the Agreement is considered performed at risk and may not qualify for reimbursement or compensation. Service Provider agrees to comply with all requirements set forth herein. Reimbursement provisions are included in Attachment 1 to Exhibit B.

Article II. ASSURANCES AND CERTIFICATIONS

CERTIFICATIONS UNDER PENALTY OF PERJURY:

A. LABOR BOARD RELATIONS:

By signing this Agreement, Service Provider swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Service Provider's failure to comply with an order of a federal court which ordered Service Provider to comply with an order of the National Labor Relations Board.

B. AIR OR WATER POLLUTION VIOLATION:

By signing this Agreement, the Service Provider swears under penalty of perjury that the Service Provider is not:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. Determined to be in violation of provisions of federal law relating to air or water pollution.

C. LAW, POLICY AND PROCEDURE, LICENSES, AND CERTIFICATES

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

D. NON-DISCRIMINATION:

1. The Service Provider shall comply with all applicable State and federal statutes relating to nondiscrimination whether expressly set forth herein or not.
2. Service Provider shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
3. The Service Provider assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 USC Section 12101 et seq.).

4. Unless exempted, Service Provider assures compliance with the requirements of California Government Code section 11135 et seq., and Title 2 of the California Code of Regulations section 11140 et seq., which prohibits discrimination of recipients of State financial assistance against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR § 98323)
5. The Service Provider shall ensure compliance with the requirements of California Public Contract Code section 2010 by submitting a completed California Civil Rights Law Certification, prior to execution of this Agreement. The Certification is available at: <http://www.dgs.ca.gov/ols/Forms.aspx> The California Civil Rights Laws Certification ensures Service Provider compliance with the Unruh Civil Rights Act (Cal. Civ. Code section 51) and the Fair Employment and Housing Act (Cal. Gov. Code section 12960), and ensures that Service Provider internal policies are not used in violation of California Civil Rights Laws.
6. Unless specifically exempted, Service Provider assures compliance with California Government Code Section 12990 and California Code of Regulations, Title 2, Section 8103 in matters relating to reporting requirements and the development, implementation, and maintenance of a Nondiscrimination Program.
7. Service Provider agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave.
8. During the performance of this Agreement, Service Provider and its Subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Service Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Service Provider and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Service Provider shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Service Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Service Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
9. Benefits may not be denied to any individual who refuses to provide information with respect to citizenship or alien status unless such information is required by statute to determine eligibility for the benefit.
10. As part of the civil protections under Title VI, any Service Provider receiving federal funding may not exclude anyone otherwise eligible from receiving services because of limited proficiency in the English language; and Based on the Privacy Act of 1974, it is unlawful for any Federal, State, or local government to deny any individual a right, benefit, or privilege because that individual refuses to provide a Social Security number, unless disclosure of the Social Security number is required by Federal statute.

E. DRUG-FREE WORKPLACE CERTIFICATION:

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by California Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by California Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by California Government Code Section 8355(c), that every employee who works on behalf of this Agreement:
 - a. Will receive a copy of the Service Provider's drug-free policy statement, and
 - b. Will agree to abide by the terms of the Service Provider's statement as a condition of employment on the project or Award.

F. LOBBYING CERTIFICATION:

Service Provider certifies, to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the Service Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. S.W.A.G.

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

H. COVENANT AGAINST CONTINGENT FEES

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

I. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The Service Provider certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
2. Service Provider shall report immediately to RCOoA in writing any incidents of alleged fraud and/or abuse by either Service Provider or a subcontractor.
3. Service Provider shall maintain any and all records, documentation, or other evidence of fraud and abuse until otherwise notified by RCOoA.
4. Service Provider agrees to timely execute any and all amendments to this Agreement or other required documentation relating to a subcontractor's debarment/suspension status.

J. PAYROLL TAXES AND DEDUCTIONS:

The Service Provider shall promptly forward payroll taxes, insurances, and contributions, including the State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

K. CHILD SUPPORT COMPLIANCE ACT:

The Service Provider acknowledges in accordance with Public Contract Code 7110 that:

1. Child and family support obligations are important and the Service Provider shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
2. To the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

L. CONFLICT OF INTEREST:

1. The Service Provider shall prevent employees, consultants or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business or other ties. In the event that RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Service Provider's officers, agents or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.
3. RCOoA will not reimburse salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.

Article III. DEFINITIONS

- A. "Administrative" and/or "Administration" means the make-up of the Service Provider herein. The make-up of the Service Provider includes, but not limited to, the Service Provider's business licensure, Internal Revenue Services (IRS) status, Board of Directors and hierarchy organization, internal control policies/procedures/processes for all aspects of the Service Provider.
- B. "Agreement" means this Standard Agreement and all attachments and exhibits and any amendments thereto.
- C. "Budget" means the allowable and reimbursable costs which are necessary to deliver the service as identified in the awarded cost proposal and in Exhibit C-Budget and Payment. Budget details include salaries, direct and indirect costs identified in line item details and Administrative costs. Exhibit C provides the funding, Budget, and payment provisions.
- D. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- E. "Eligible Service Population for Title III B, C-1, C-2, & D" means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP) and older individuals residing in rural areas.
- F. "Eligible Service Population for Title III E" means an adult family member or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.
- G. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- H. "OAA" means Older Americans Act.
- I. "Priority Services for Title IIIB" means those services associated with access to services (outreach, transportation, information & assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

- J. "Priority Services for Title III E" means services provided to: (a) caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals), (b) older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities, or (c) family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
- K. "Program Requirements" means the service delivery requirements contained in this Agreement and the requirements found in the OAA (42 U.S.C.3001-3058); the Code of Federal Regulations (45 CFR 1321); the California Code of Regulations (22 CCR 7700 et seq.); and CDA Program Memoranda and RCOoA guidance; and California Retail Food Code (CRFC).
- L. "RCOoA" means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.
- M. "Service Provider" means the contracting party set forth in section 1 on the signature page awarded funds under this Agreement. Service provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions under this Agreement.
- N. "Service Recipient" also referred to as client, consumer, participant, means the eligible individual who is receiving Federally Funded Title III B, III C, III E Services through funding allocated by the State, and provided through this Agreement.
- O. "Services" means Titles III B, III C (C1&C2), III E, federally mandated and funded activities targeted for the senior population. Activities include: Personal Care, Homemaker Services, Adult Day Care, Respite (day care & In-home), Nutrition Services (Congregate & Home-Delivered), and Family Caregiver Support Program Services (FCPS). The FCPS categories are: Information Services, Access Assistance, Support Services Respite Care, Supplemental Services.
- P. "Subcontractor Agreement" means a written contractual arrangement between Service Provider and a subcontractor/vendor to carry out a portion of the services and supported with funding from this Agreement.

Article IV. AGREEMENT ADMINISTRATION

In accordance with Riverside County Ordinance 459, which includes the federal and State requirements for Procurement of Services, set forth in 45 CFR 92.36 and 22 CCR 7352, all elements of the Procurement Process including: Request for Proposal #OAARC-0019 -Coordinated Care Programs Older Americans Act: Title III, VII, & HICAP Services, Proposal submitted, Background, Program/Financial Evaluation, and Award, as facilitate by the Purchasing Department, the Title III and Title VII Older Adult Services competitive bid is awarded to Service Provider.

A. APPROVAL:

1. Service Provider shall be a nonprofit entity. For-profit entities require approval from CDA prior to RCOoA making an award. Service Provider shall be in good standing with the Secretary of State of California and shall maintain the status throughout the term of this Agreement. Failure to maintain good standing by the Service Provider shall result in suspension or termination of this Agreement with RCOoA until satisfactory status is restored.
2. Service Provider shall Submit written approval documentation for Board of Directors authorization to sign the Agreement which supports the service provisions, as proposed and negotiated, in response to the competitive bid for senior services.
3. Service Provider has no authority or approval to enter into any Agreement or incur obligations on behalf of RCOoA.
4. Technical guidance regarding any Term and/or Condition of this Agreement will be obtained from RCOoA.

B. REVISIONS/MODIFICATIONS:

1. Any revision or modification to this Agreement shall be memorialized in a written Amendment signed by the authorized representatives of both parties. No oral understanding or agreement is binding on either RCOoA or the Service Provider.
2. RCOoA may determine Service Provider is considered "high risk" as described in 45 CFR 74.14 for non-profits. Upon such determination, Service Provider will be notified in writing, of any special conditions, accommodations, limitations, or restrictions.

C. SERVICE PROVISIONS:

1. Standards of Work:

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

2. Staff and Volunteers:

- a. Maintain adequate staff, as required by governing federal, State laws and county requirements, to fulfill the service provision(s). The staffing requirements necessary for the successful delivery of services

are described in Exhibit A: Scope of Services and at rates and amounts identified in Exhibits B-Budget Allocation Summary, and Attachment 1 to Exhibit B-Budget & Reimbursement Provisions.

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

3. Training/Education:

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

4. Reporting Requirements:

- a. Service Provider will use Reporting Forms, along with other reporting measures, such as service data entry into the RCOoA information system, as described. Forms used for reporting will either be provided by RCOoA or developed by Service Provider and approved by RCOoA, as appropriate.
- b. Forms will be current, by periodically reviewing the contents for completeness, accuracy and relevancy of the information being collected. Updates to information collected such as service recipient information, demographic, program and/or financial information will be made as necessary. Changes made to RCOoA forms, will be communicated via electronic or written notice.
- c. Complete reports and back-up reporting documentation will be submitted, timely, as required or requested. Incomplete forms will be returned to the Service Provider for completion and will resubmit accordingly.
- d. The Monthly Financial Report of Expenditures/Request for Funds, along with other service and performance reports shall be submitted to RCOoA by the 10th working day of each month following the service month end. Service Provider may be required to enter referral, assessment, service and/or

client information into the information system used by RCOoA. Quarterly and/or annual reports will be submitted as required or requested.

- e. Additional reporting requirements, specific to the service being provided is included in the Exhibit A-Scope of Work. Additional fiscal reporting requirements are, identified in the Attachment 1 to Exhibit B.
- f. Reports may be submitted electronically or in the requested reporting format.
- g. RCOoA and Service Provider shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
- h. Failure to comply with Program and/or Fiscal reporting requirements will exclude Service Provider from eligibility to receive One-Time-Only funding, which is further, described in Attachment 1 to Exhibit B.

5. Fiscal Year Closeout Report:

- a. The Fiscal Year Closeout Report covering July 1 to June 30 is required to be submitted annually, no later than July 10 and signed by a designated Authorized Signatory.
- b. The final Fiscal Year Closeout Report shall include, but is not be limited to; actual accruals for any unpaid obligations; program expenditures and revenues, any corrections or adjustments necessary to bring the report into agreement with balanced general ledger; and adjustments for prepaid expenses to be partially credited to the current fiscal year and charged to the following fiscal year, such as insurance premiums.

6. Interagency Cooperation:

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

7. Grievances:

- a. Grievances are complaints, unresolved issues, negative interactions/results experienced with service and/or service delivery. Service Provider must establish and maintain a written grievance process for service recipients to resolve complaints of negative situations in the delivery of service. Efforts to resolve the grievance topic/situation will be made. At a minimum, the grievance process will include:
 1. How to file a grievance, which may include a form and where to file a complaint;
 2. Time frames of the grievance process for review, investigation and written response;
 3. A statement in the written response that if grievant is dissatisfied with the results of the review, the next step is to submit a written appeal to the RCOoA;
 4. Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law. The minimum necessary information relevant to the grievance may be released during the investigation, review and response.
- b. The grievance process shall be posted and accessible in visible areas, as well as delivered by person or mail to homebound service recipients.

- c. The grievance process and/or forms will be available in the primary languages of service participants who communicate in another language.
- d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the Service Provider area of expertise or authority.

8. Monitoring, Assessment and Evaluation:

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

a. Service Recipient:

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

b. Internal Procedures and Processes:

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

9. Disaster Planning:

As part of the area-wide disaster assistance planning, Service Provider shall:

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

E. DOCUMENTS & RECORDS:

1. General Requirements:

- a. Documents and records developed, utilized, and required for successful delivery of services through this Agreement will be made available for review, inspection, monitoring and/or audit at appropriate times during and/or after the Agreement ends.
- b. Documents and records necessary in the delivery of services funded through this Agreement, will be made available for inspection and audit by RCOoA and/or State authorized agents, at any time during normal business hours.
- c. A procedure to process requests for documents, records, confidential information or other information shall be maintained and may include notification to RCOoA of certain requests received and/or processed.
- d. Records and information requests from RCOoA shall be processed within 10 working days of the

- request.
- e. Service Provider shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures and press releases.
 - f. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
 - g. Complete, auditable records of service delivery, expenditures and other information relating to the services provided will be maintained and retained.

2. Record Retention:

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

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

3. Rights in Data:

- a. The Service Provider shall not publish or transfer any materials, including "subject data" defined below, produced or resulting from activities supported by this Agreement without the express written consent of the CDA or RCOoA, as applicable. Consent shall be given or denied after the written request is received by the RCOoA. A copy of the material for review should be submitted with the request. This subsection is not intended to prohibit the Service Provider from sharing identifying client information as authorized by the service recipient, as allowed by law, or provide summary program information which is not client-specific and contains no confidential information.
- b. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment description, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial cost reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
- c. The State or RCOoA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.
- d. If Service Provider is given the express written consent of the CDA or RCOoA to publish materials, the published materials shall:
 - 1. State that, "The materials were a result of a project funded through RCOoA of CDA, as applicable";

2. Give the name of the entity, the address and telephone number at which the supporting data is available; and,
3. Include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA", and where applicable, "The publication may not be based upon or inclusive of all raw data."

4. Copyrights:

- a. If any material funded by this Agreement is subject to copyright, the State and/or RCOoA reserves the right to copyright such material and the Service Provider agrees not to copyright such material, except when granted permission.
- b. The Service Provider may request permission to copyright material by writing to the Director of RCOoA. The Director of RCOoA shall notify the Service Provider if it has been granted permission to copyright material or give the reason it has been denied permission to copyright material in writing.
- c. If the material is copyrighted with the consent of the State and/or RCOoA, the State and/or RCOoA 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.
- d. The Service Provider certifies that it has appropriate systems and controls in place to ensure funds provided for under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

F. INFORMATION INTEGRITY, AND SECURITY:

1. Information Assets:

- a. The Service Provider, and its Subcontractors/Vendors, shall have in place operational policies, 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., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the 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

2. Encryption of Computing Devices:

- a. The Service Provider, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored 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 portable

electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure:

- a. The Service Provider, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
- b. The Service Provider, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Service Provider, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Service Provider's obligations under this Agreement. The Service Provider and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
- e. The Service Provider and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than RCOoA or CDA without prior written authorization from RCOoA or CDA. The Service Provider may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Service Provider, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Service Provider accept such blanket authorization from any participant.

4. Security Awareness Training:

1. The Service Provider's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- b. The Service Provider must maintain certificates of completion on file and provide them to CDA upon request.

5. Health Insurance Portability and Accountability Act (HIPAA):

- a. The Service Provider agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement:

- a. The Service Provider shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Service Provider is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

7. Security Incident Reporting:

- a. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Service Provider, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

8. Security Breach Notifications:

- a. Notice must be given by the Service Provider, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance:

- a. The Service Provider, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

10. Electronic Backups

- a. The Service Provider, and its Subcontractors/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. The Service Provider, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

11. The provisions contained in this section shall be included in all contracts of both the Service Provider and its Subcontractors/Vendors.

G. ACCESS:

1. The Service Provider shall provide access to any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representatives to any books, documents, papers, and records of the Service Provider or a Subcontractor which are directly pertinent to this specific Agreement to review or copy for the purpose of making an audit, examination, excerpts, and transcriptions. Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
2. The Service Provider shall permit any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representative access to its premises and/or facility(ies), upon reasonable notice, during normal business hours to determine Service Provider's conformity with this Agreement.
3. The Service Provider shall include these requirement in its subcontracts.

H. AUDIT:

1. If Service Provider expends \$750,000 or more in federal funds annually, it shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: 1. Performed timely—within 30 days after the receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; 2. Properly procured—use procurement standards provided for in OMB Circular 133 and provide maximum opportunities to small and minority audit firms; 3. Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; 4. All inclusive—includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the Agreements; and the schedule of findings and questioned costs; and 5. All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:
Riverside County Office on Aging
Attn: Fiscal Division
P.O. Box 2099
Riverside, CA 92516
2. A Service Provider expending less than \$750,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection. 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be received at RCOoA within 90 days after the end of the fiscal year. Should Service Provider not be able to submit this audit with the time requested, an extension must be obtained in advance from RCOoA.
3. Service Provider assures RCOoA that all subcontractors are audited as required by State and federal law.
4. Service Provider shall be required to include in its contracts with the auditors selected by Service Provider that the auditors will comply with all applicable audit requirements/standards. Service Provider shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Service Provider performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued and how findings were resolved.
5. The audit timeframe shall include the period of performance of this Agreement. If Service Provider is not on the same fiscal year (July 1-June 30) as RCOoA, a reconciliation and supplementary information, prepared by the same certified public accountant, who performed the audit, so accounts can be reconciled to the Agreement. Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.
6. RCOoA shall have access to all audit reports and supporting work papers of the Service Provider and subcontractors.
7. Where the Service Provider engages an independent auditor, the Service Provider shall provide a clause for permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. Maintaining such independent audit records shall be for a period of three (3) years after final payment under the Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer

8. The Service Provider shall cooperate with and participate in any audit or review which may be required by RCOoA.
9. Failure to comply with Audit requirements will exclude Service Provider from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.
10. Authorized RCOoA representatives have the right to monitor, assess, and evaluate the Service Provider's Administrative, fiscal, and program performance controls. Monitoring, assessment, and evaluation may include, but is not limited to, Administrative, fiscal and program processes, policies, audits, inspections of service(s) premises, inspection of food preparation sites, interviews of project staff, and participants.
11. Service Provider shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any Administrative program and fiscal staff, available during any audit review.
12. Service Provider shall, upon request, make available client participation records and fiscal records which confirm all data contained in Monthly Performance and Monthly Financial Report (MFR). Service Provider is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a CDA audit of RCOoA has been completed and an audit resolution has been issued. The information shall be maintained in an organized manner.

Article V. GENERAL REQUIREMENTS

A. PROPERTY:

1. Unless otherwise provided for in this section, property refers to all assets used in operation of this Agreement.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
 - a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Additions, improvements, and betterments to assets meeting all of the conditions in paragraph 2 above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
4. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to

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

5. The Service Provider shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in paragraph 2 above, and submit to RCOoA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Service Provider or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the RCOoA. The Service Provider shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024). The Service Provider shall record, at minimum, the following information when property is acquired:
 - a. Date acquired.
 - b. Item description (include model number).
 - c. CDA tag number.
 - d. Serial number (if applicable).
 - e. Purchase cost or other basis of valuation.
 - f. Fund source
6. **Disposal of Property:**
 - a. Prior to disposal of any property purchased by the Service Provider or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Service Provider must obtain approval from RCOoA for all reportable property as defined in paragraph 2 of this section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from RCOoA. The Service Provider shall submit to RCOoA a Request to Dispose of Property (CDA 248). RCOoA will then instruct the Service Provider on disposition of the property. Once approval for disposal has been received from RCOoA and the Service Provider has reported to RCOoA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Service Provider's inventory report.
 - b. The Service Provider must remove all confidential, sensitive, or personal information from 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, cell or smart phones, multi-function printers, and laptops.
7. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Service Provider shall promptly notify RCOoA.
8. The State reserves title to all 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 the parties.
9. The Service Provider shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Service Provider has complied with all written instructions from RCOoA regarding the final disposition of the property.
10. In the event of the Service Provider's dissolution or upon termination of this Agreement, the Service Provider shall provide a final property inventory to RCOoA. RCOoA reserves the right to require the Service Provider to transfer such property to another entity, or to the RCOoA.
11. To exercise the above right, after termination of this Agreement or notification of the Service Provider's dissolution, RCOoA will issue specific written disposition instructions to the Service Provider.
12. The Service Provider shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Service Provider shall use it, if needed, and with written approval of RCOoA for other purposes in this order:
 - a. For another CDA program providing the same or similar service.

- b. For another CDA-funded program.
- 13. The Service Provider may share use of the property and equipment or allow use by other programs, upon written approval from RCOoA. As a condition of the approval, RCOoA may require reimbursement under this Agreement for its use.
- 14. The Service Provider or subcontractors shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately-owned business entity. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- 15. The Service Provider shall include the provisions contained in this section in all its subcontracts awarded under this Agreement.

B. FACILITY CONSTRUCTION OR REPAIR (TITLE III ONLY)

- 1. This section applies only to Title III funds. Title III funds may be used for facility construction or repair. When applicable for purposes of construction or repair of facilities, Service Provider shall comply with the provisions contained in the following provisions and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR 60]
- 2. Service Provider shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by RCOoA or CDA (if applicable).
- 3. When funding is provided for construction and non-construction activities, the Service Provider must obtain prior written approval from RCOoA or CDA (if applicable) before making any fund or budget transfers between construction and non-construction.

C. AGREEMENTS IN EXCESS OF \$100,000

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

- 1. Clean Air Act, as amended. [42 USC 7401]
- 2. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
- 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- 5. Unruh Civil Rights Act [Cal. Pub. Con. Code §2010]

D. HOLD HARMLESS/INDEMNIFICATION:

Service Provider shall indemnify and hold harmless the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "County Indemnitees") from any liability, action, claim, or damage whatsoever, based or asserted upon any services 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 or any other element of any kind or nature. Service Provider shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or

awards) in any claim or action based upon such acts, omissions or services. With respect to any action or claim subject to indemnification herein by Service Provider, Service Provider shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCOoA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Service Provider's indemnification to County Indemnitees as set forth herein. Service Provider's obligation hereunder shall be satisfied when Service Provider has provided to RCOoA the appropriate form of dismissal relieving RCOoA from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Service Provider's obligations to indemnify and hold harmless County Indemnitees herein from third party claims.

E. SUBCONTRACTOR AGREEMENTS:

1. Service Provider shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists, Service Provider shall follow the procurement requirements applicable to the relationship. Before Service Provider enters into a subcontract with a for-profit organization, it shall obtain the approval of RCOoA.
2. Service Provider shall include the Assurances and Certifications in the award documents in all subcontracts. In addition, Subcontractor Agreements shall contain language of this Agreement and require the subcontractors 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 shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
4. Any subcontracting private entity shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Service Provider until satisfactory status is restored.
5. Service Provider is responsible for subcontractor responsibilities and will ensure the service deliverables are being met to fulfill all of the obligations of this Agreement.
6. Copies of Subcontractor Agreements, interagency cooperation arrangements, Memorandums and/or Letters of Understanding shall be maintained and available to RCOoA for review upon request.
7. Service Provider shall monitor subcontractor(s) to ensure compliance with the service provisions and other requirements included in this Agreement, including insurance requirements.
8. Notification of any changes to subcontractors or subcontracted services shall be sent to RCOoA.
9. Agreement funds shall not be obligated for services beyond the ending date of this Agreement.

F. RESOLUTION OF LANGUAGE CONFLICTS/SEVERABILITY/DISPUTE RESOLUTION PROCESS:

1. The Agreement and any other applicable program requirements have the following order of precedence, if there is any conflict in what they require:
 - a. The Older Americans Act and other applicable federal statutes and their implementing regulations.
 - b. If applicable, the Older Californians Act and other California State codes and regulations.
 - c. Standard Agreement AP-2021-21 between RCOoA and CDA, including all exhibits and any amendments thereto.
 - d. This Agreement, including all exhibits and any amendments thereto.
 - e. Any other documents incorporated herein by reference.
 - f. Program memos and other guidance issued by CDA and RCOoA.

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 shall remain in full force and effect.
3. In the event of a dispute or grievance arising under 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. The decision of the RCOoA Director shall be final and the Service Provider has no right of appeal to CDA. The Service Provider shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
 - b. Contract resolution must occur within 15 months of the contract closeout.

G. Notices:

1. Any notice required by this Agreement or by law is considered given when delivered in person or by mail (registered/certified, overnight, postage prepaid, return receipt requested) with a trackable delivery.
2. Notices delivered in person or by mail, as described above will be addressed as follows:

RCOoA
Riverside County Office on Aging
Attention: Contracts Division
P.O. Box 2099
Riverside, CA 92516

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

H. Relationship of Parties:

The Service Provider is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of RCOoA. It is expressly understood and agreed that the Service Provider (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which RCOoA employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Service Provider shall hold RCOoA harmless from any and all claims that may be made against RCOoA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

I. Governing Law/Venue:

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of

venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. Assignment:

Service Provider shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of RCOoA. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

K. Entirety of Agreement:

This Agreement, including any attachments or exhibits or documents incorporated herein, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

Article VI. TERMINATION

A. This Agreement may be terminated by either party, in whole or in part, without cause, at any time during the Agreement period of performance, upon sixty (60) days prior written notice to the other party.

B. RCOoA may terminate, in whole or in part, for cause this Agreement and RCOoA shall be relieved of the payment of any consideration to the Service Provider. Termination for cause shall be effective thirty (30) days from the delivery of the notice of termination unless the grounds for termination are due to threat to life, health or safety of the public, and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include, but are not limited to, the following:

1. A violation of the law or failure to comply with any condition of this Agreement;
2. Inadequate 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 an unsatisfactory financial condition as determined by RCOoA, as to endanger performance of this Agreement, which includes the loss of other funding sources;
5. Delinquency in payment of taxes or payment of costs for 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 or the 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.

- C. RCOoA shall provide a 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.
- D. After receipt of a Notice of Termination, Service Provider shall 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.
- E. After receipt of a Notice of Termination, Service Provider shall (1) stop work as specified in the notice of termination, (2) place no further orders or subcontracts for materials, services or facilities, except as may be necessary to complete the continued portion of the Agreement, (3) terminate all subcontracts to the extent they related to the work terminated, and (4) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- F. 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
Fiscal Year 2020-21
October 1, 2020 through June 30, 2021



COUNCIL ON AGING – SOUTHERN CALIFORNIA, INC.

**Title IIIB: Community Supportive Services and
Title VII: Vulnerable Elder Rights Protection Activities
Local Ombudsman Program Services
PSA 21, Riverside County Office on Aging**

I. TITLE IIIB AND TITLE VII: LOCAL OMBUDSMAN PROGRAM SERVICES:

The Ombudsman Program is defined in the Older Americans Act (OAA) 42 USC§3001-3058 Title III program requirements; the Code of Federal Regulations 45 CFR, Ch. XIII §1321; Title 22 - Social Security Administration, the California Code of Regulations (CCR) §7000, and the California Department of Aging (CDA) Program Memoranda. The Ombudsman Program is an advocacy and rights violation(s) assistance and volunteer services program available to the target population residing in long-term care facilities or other defined living situations. Outreach to educate the target communities about various older adult situations, such as elder abuse prevention is also required.

The mission of the Local Ombudsman Program is to seek resolution of problems and advocate for the rights of residents of Long-Term Care (LTC) facilities with the goal of enhancing the quality of life and care of residents. Service Provider will make every effort to meet goals and objectives stipulated in the Area Plan and annual updates of the goals, objectives and service unit plan and will participate by providing information to Riverside County Office on Aging (RCOoA) for the annual Area Plan updates.

II. LOCAL OMBUDSMAN PROGRAM SERVICE EXPECTATIONS:

- A. Policies and procedures shall be established in accordance with the State Ombudsman and will:
 - 1. Provide services to protect the health, safety, welfare and rights of residents;¹ and
 - 2. Ensure residents have regular, timely access to the Ombudsman Representatives and timely responses to complaints and requests for assistance.²
- B. Provide public education and outreach to identify and prevent elder abuse, neglect, and exploitation.
- C. Provide public education and outreach to promote financial literacy, prevent identity theft and financial exploitation of older individuals.

1 [OAA§712(a)(5)(B)(i)], [45CFR1324.19(a)(2)], [WIC§9701(a), 9712.5(b)]

2 [OAA§712(a)(5)(B)(ii)], [45CFR1324.19(a)(3)], [WIC§ 9712.5(d)]

- D. Ensure the coordination of services provided, with services instituted under the State Adult Protective Service Program, State and local law enforcement systems, and courts of competent jurisdiction.
- E. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims.
- F. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and Federal requirements concerning confidentiality, and other topics determined by CDA or RCOoA to be appropriate.
- G. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required³.
- H. Provide information and consultation to residents, family members, friends, and others in the community for the purpose of providing:
 - 1. **General information and assistance unrelated to a complaint, at minimum, three hundred thirty (330) times;**
 - 2. Consultation may be accomplished by telephone, letter, email, fax, or in person.
- I. **Visit one hundred percent (100%) of nursing facilities within PSA 21 at least once (1x) each quarter, not in response to a complaint.**
- J. **Visit, at minimum, sixty percent (60%) of residential care facilities for the elderly every quarter, not in response to a complaint.**
- K. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated, the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision.⁴ **Maintain a resolution rate of at least 84%.**
- L. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In the absence of evidence to the contrary, the Ombudsman representative shall assume the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome.⁵
- M. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in WIC§ 15610.47.⁶
- N. Witness (a) advance health care directives for residents of skilled nursing facilities, and (b) property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners,

3 [OAA §721]

4 [OAA§712(a)(5)(B)(iii)], [45CFR1324.19(a)(1), WIC§9701(a), 9712.5(a)]

5 [OAA§712(a)(5)(B)(VII); 45CFR1324.19(b)(2)(iii)]

6 [WIC§ 15630 et seq.]

employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families.⁷

- O. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of the residents.⁸
- P. Service Provider will maintain a policy and procedure for referring clients in need of legal services to the Riverside County Office on Aging legal services contractor/provider for Title III legal services, maintain records of referrals submitted and make available for monitoring purposes.
- Q. Review, comment and facilitate the ability of the public to comment on proposed or existing laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents.⁹
- R. Support, actively encourage, and assist in the development of resident and family councils.¹⁰
 - 1. **Attend, at minimum, sixty-two (62) resident council meetings; and**
 - 2. **Attend, at minimum, two (2) family council meetings.**
- S. Maintain a plan for on-going presence in long-term care facilities.
- T. Provide consultation to facilities by:
 - 1. Interacting with facility staff for the purpose of providing general information and assistance unrelated to a complaint, **at minimum, two hundred five (205) times.**
 - 2. Consultation may be accomplished by telephone, letter, email, fax, or in person.
- U. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency and plans of correction for long-term care facilities within the service areas identified within contract.
- V. Promote visitation programs and other community involvement in long-term care facilities in Riverside County.
- W. Present community education and training programs to long-term care facility staff, human services workers, families and the general public about long-term care and residents' rights.¹¹
- X. Refer other individuals' complaints that a representative becomes aware are occurring in the facility to the appropriate governmental agency.¹²
- Y. **Participate in, at minimum seven (7) public events** planned to provide information or instruction to community members about the Ombudsman Program or Long Term Care issues.
- Z. Carry out other activities that the State Ombudsman determines to be appropriate.

7 [PC 467500][HSC 1289]

8 [OAA§712(a)(5)(B)(iv)], [45CFR1324.19(a)(4)], [WIC§9712.5(e)]

9 [OAA§712(a)(5)(B)(v)], [45CFR1324.19(a)(5)], [WIC§9712.5(g)-(i)]

10 [OAA§712(a)(5)(B)(vi)], [45CFR1324.19(a)(6)], [WIC§9726.1(a)(3)]

11 [WIC§, 9726.1(a)(5)]

12 [WIC§9712.5(a)(2)]

- AA. Ensure the policies and procedures established by the State Ombudsman are followed for using Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facilities Quality and Accountability funds, Older American Act funds, and Older Californians Act funds to support activities for the overall program.
- BB. Review and approve claims for Citation Penalties Accounts funds, and Skilled Nursing Facilities Quality and Accountability funds.

III. SPECIFIC ASSURANCES FOR LOCAL OMBUDSMAN PROGRAM SERVICES¹³ INCLUDE:

- A. Service Provider must follow the federal statutes and State laws and any regulations promulgating the requirements of the Ombudsman Program Services.
- B. Service Provider will follow the policies and procedures established by the State Long Term Care Ombudsman Office.
- C. The Ombudsman Program, Ombudsman Representative, OSLTCO, and members of their immediate family shall be free of actual and perceived conflicts of interest¹⁴.
- D. **Maintain, at minimum, twenty (20) Volunteer Ombudsman Representatives.**
- E. Submit monthly fiscal documents to CDA and RCOoA for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, Older Americans Act funds, and Older Californians Act funds.
- F. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 am and 10:00 pm, seven days a week¹⁵. Authorization by the State Ombudsman is required for entry outside of these hours. ¹⁶
- G. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with developed policies of the State Ombudsman. ¹⁷
- H. Representatives of the Ombudsman Program, upon request to a long-term care facility, shall be provided a roster, census or other list of names and room numbers or room locations of all current residents. ¹⁸
- I. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. ¹⁹
- J. All records and files maintained by the Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or Local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures.

¹³ [OAA§705(a)(6)(C); §712(b)(1)(A-B), §712(c), §712(d)(2), §712(h)(5)(B), §712(h)(7)], [45CFR1324.21, 45CFR1324.11(e)(2-3)(iv); 45CFR1327.13(b), (c)(3),(h)(10),(d-f); 45CFR,1324.19(b)(6-9), (b)(2)(i)], [22CCR8020(a)(b)] [WIC§9716(a); §9717(c), §9722(a)(d), §9719(a), §9725, §15633(c)], [Statewide Standards for Legal Assistance in California]

¹⁴ [45CFR1327.21]

¹⁵ [OAA§712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); WIC§9772(a) 22 CCR 8020(a)]

¹⁶ [22CCR8020(b)]

¹⁷ [OAA§712(b)(1)(B); 45CFR1324.11(e)(2)(iv); WIC§9724]

¹⁸ [WIC§9722(d)]

¹⁹ [OAA§712(h)(5)(B); 45CFR1324.13(C)(3); WIC§9719(a)]

- K. The Ombudsman Program shall enter into a Memorandum of Understanding with a Legal Services Provider (LSP) which addresses the following:
1. Conflict of interest, provision of legal advice, procedures for referral and other technical assistance;
 2. Legal assistance to residents of the long-term care facilities where the client is otherwise eligible and services are appropriate;
 3. Where Ombudsman and legal services are provided by the same agency, policies and procedures must be developed and followed to protect the integrity, resources and confidentiality of both programs; and
 4. Assist in providing legal representation to the Ombudsman Program when an Ombudsman Representative or the program has been named as a party or witness in a subpoenaed or a suit or other legal action challenging the performance of the official duties of the Ombudsman Representative.²⁰
- L. The Ombudsman budget shall be separate from other budgets. The Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers. The Coordinator shall determine budget priorities, develop or participate in budget preparation and be informed of budget allocations, specific to the Ombudsman Program.²¹
- M. **Maintain, at minimum, 6.3 Full Time Equivalent (FTE) staff to the Ombudsman program.** One (1) FTE will equal two thousand eighty hours (2,080) annually.
- N. The Ombudsman Coordinator shall provide an organizational chart identifying positions providing services through this agreement as follows:
1. All staff who are wholly or partly funded by Ombudsman Program resources;
 2. Titles/roles of all persons within the Program;
 3. The number of hours per week charged to the Ombudsman Program for each position;
 4. Staffing changes shall be reported to RCOoA and the state;²²
 5. Service Provider must replace departing staff within forty-five (45) days of their final date of employment; and
 6. Positions that remain vacant for more than forty-five (45) days require a written explanation submitted to RCOoA as to the efforts to fill the vacant position.
- O. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences.
- P. The Ombudsman Coordinator shall inform RCOoA, CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging community issues with County impact, breaches of confidentiality and conflict issues.
- Q. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and reporting provisions specified within this Agreement.²³

²⁰ [OAA§712(h)(7); 45CFR1324.13(h)(10); 1 WIC§9710]

²¹ [45CFR1324.13(f)]

²² [45CFR1324.13(b)]

- R. Conduct self-monitoring on an ongoing basis to determine the use of federal and State funds through reporting, site visits, regular contact, or other means to assure the federal and State funds awarded are used in compliance with laws, regulations, the provisions of services and that performance goals are achieved. RCOoA will conduct monitoring annually to review program services and financial documentation.
- S. Local Ombudsman Program representatives shall conduct interviews/investigations in a confidential manner, which offers office space with telecommunication capabilities that protect the confidentiality of all complaint-related communications and records.²⁴
- T. Information systems shall have sufficient space and protections to run state-approved database systems and to receive and send confidential email messages.
- U. Records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 1. Include a written description for each Program Development or Coordination activity and maintain staff time records that is of sufficient detail to define the event or type of activity;
 2. Be traceable back to the Program Development or Coordination objectives from the Area Plan; and,
 3. Written record/documentation supporting expenditures of Program Development or Coordination activities will be maintained for three years or until any audit is resolved, whichever is longer.

IV. SERVICE AREAS:

- A. Services shall be offered countywide in all skilled nursing facilities and other long term care residential facilities for the elderly.
- B. Services will be provided countywide, in all Service Areas of PSA 21, where a skilled nursing or other long term care residential facility is located and may be in any of the identified communities:
 - SA1: Corona/Norco/Eastvale; Coronita, El Cerrito, Home Gardens, Mira Loma, Temescal Valley, Lake Mathews.
 - SA2: Riverside/Jurupa Valley; El Sobrante, Glen Avon, Highgrove, Pedley, Rubidoux, parts of Lake Mathews.
 - SA3: Moreno Valley/Perris; Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview, parts of Lake Mathews.
 - SA4: Menifee/Winchester/Lake Elsinore; Homeland, Canyon Lake, Romoland, Warm Springs, Sun City, Quail Valley.
 - SA5: Murrieta/Temecula/Wildomar; Aguanga, Anza, French Valley, Lake Riverside
 - SA6: Banning/Beaumont/Calimesa; Cabazon, Cherry Valley.
 - SA7: Hemet/San Jacinto; East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista

²³ [OAA§1712(c)], [WIC 9716(a)]

²⁴ [OAA§705(a)(6)(C); 45CFR1324.19(b)(2)(i); WIC§9725; 15633(c)]

SA8: Desert Hot Springs/Palm Springs/Cathedral City; Desert Edge, Garnet, Sky Valley, Thousand Palms, Whitewater

SA9: Rancho Mirage/Palm Desert/Indian Wells; Desert Palms

SA10: La Quinta/Indio/Coachella; Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Vista Santa Rosa

SA11: Blythe; Desert Center, Ripley, Mesa Verde.

- C. Service Provider will outreach to serve and/or involve members of the target population in the delivery of service, as appropriate.

V. ADDITIONAL REQUIREMENTS (As appropriate):

- A. The Service Provider shall deliver the Ombudsman Program Services in accordance with the Laws and Regulations set forth by the Older Americans Act and the California Code of Regulations and policies and procedures established by the State Long Term Care Ombudsman as described earlier and will:
1. Implement the statutory provisions of the Title IIIB and Title VII Ombudsman Program Services in accordance with Federal and State laws and regulations. No provision of service shall not be unilaterally reduced or otherwise changed without prior written approval of RCOoA and CDA.
 2. Maintain an organization that shall have the ultimate accountability for funds received from RCOoA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
 3. Meet the requirements under OAA Section 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
 4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA Section 301(a)(1)(B).
 5. Provide a continuum of care for the vulnerable eligible service population as required under OAA Section 301(a)(1)(C).
 6. Secure the opportunity for the eligible service population to receive managed in-home and long-term care services as required under OAA Section 301(a)(1)(D).
 7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA Section 721.
 8. Service Provider shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 9. Provide program information and assistance to the public.
 10. Meet the requirements under the AB 1217 Lowenthal Home Care Services Consumer Protection Act laws that provides for the In-Home Supportive Services (IHSS) program, which includes eligibility requirements for individuals who provide services to recipients under the program.
 11. Particular emphasis focuses on meeting the needs of the target population. Priority services will be to

those in greatest need based upon age, economic situation, physical or mental condition, racial or ethnic background, minorities who do not speak English and/or geographic isolation.

12. Promote the development of information and data systems, including elder abuse reporting systems to quantify the extent of elder abuse, neglect, and exploitation in Riverside County.
13. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs.
14. Conduct training and/or provide relevant material for individuals, including caregivers described in Part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy.

VI. REPORTING PROVISIONS:

- A. Service Provider shall take the following actions to enter data into the Internet-based NORS software provided by CDA, as required. NORS data entry must be timely, complete, accurate and verifiable.
- B. Data entry for quarterly NOS reports must be completed no later than one month following the end of the reporting quarter (i.e. October 31, January 31, April 30, and July 31) with copies of the aggregate data sent to RCOoA.
- C. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to RCOoA.
- D. Written reporting procedures specific to each program will include:
 1. Collection and reporting of program data.
 2. Ensuring accuracy of all data from the Service Provider and Subcontractor.
 3. Verification of the data prior to submission to the CDA Data Team.
 4. Procedures for correcting data errors.
 5. A methodology for calculating and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 6. A performance data monitoring process.
- E. Service Provider shall orient and train staff and volunteers regarding program data collection and reporting requirements. Service Providers shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.

VII. FORMS & DOCUMENTATION:

Appropriate forms shall be used to report and document the necessary information required for the delivery of service. Service Providers shall use the "Ombudsman OoA Form 4: New Seniors Intake" or another intake form that contains the necessary information and is approved by the OSLTCO. Intake forms and other service delivery documentation shall be maintained in a confidential manner and a service recipient file will be maintained for each person served whether or not it resulted in an investigation. The appropriate reporting format shall be used as established by the OSLTCOP to submit service delivery data at the requested intervals. Appropriate measures must be taken to ensure the confidentiality of such client information.



Riverside County Office on Aging Exhibit B: Service Provider Budget Allocation Summary



Fiscal Year 2020-21
October 1, 2020 to June 30, 2021
COUNCIL ON AGING - SOUTHERN CALIFORNIA, INC.
OMBUDSMAN

| Project Grant | Funded Program | Service Unit Reporting Description | Unit Description | CFDA # | Number of Units | Unit Rate | Federal Funding | State Funding | RCOoA Maximum Obligation |
|---------------|--|--|------------------|--------|-----------------|--------------|--|---------------|--------------------------|
| OA61805FY21 | Title III B Ombudsman | Complaint/Abuse Investigation and Facility Monitoring - Title III B | 1 Hour | 93.044 | 491 | \$69.95 | \$34,328 | | \$34,328 |
| OA61806FY21 | Title VII A Ombudsman | Complaint/Abuse Investigation and Facility Monitoring - Title VII A | 1 Hour | 93.042 | 767 | \$69.95 | \$53,619 | | \$53,619 |
| OA61804FY21 | Title III B Ombudsman - General Fund | Complaint/Abuse Investigation and Facility Monitoring - Title III B General Fund | Actual Cost | N/A | N/A | N/A | | \$296,167 | \$296,167 |
| OA61926FY21 | Ombudsman | Volunteer Recruitment - Citation and Penalties | Actual Cost | N/A | N/A | N/A | | \$32,755 | \$32,755 |
| OA61929FY21 | Ombudsman | SNF Quality and Accountability | Actual Cost | N/A | N/A | N/A | | \$73,010 | \$73,010 |
| OA61927FY21 | Ombudsman | Public Health Licensing and Certification | Actual Cost | N/A | N/A | N/A | | \$15,370 | \$15,370 |
| OA61819FY21 | Title VII Ombudsman: COVID 19 Relief - CARES Act | Complaint/Abuse Investigation and Facility Monitoring - Title VII A | 1 Hour | 93.042 | 1,377 | \$69.95 | \$96,349 | | \$96,349 |
| | | | | | | 2,635 | FY 2020-21 INITIAL ALLOCATION TOTAL | | \$601,598 |
| | | | | | | 2,635 | FY 2020-21 MAXIMUM OBLIGATION TOTAL | | \$601,598 |



ATTACHMENT 1 TO EXHIBIT B: BUDGET & REIMBURSEMENT PROVISIONS



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

A. BUDGET AND BUDGET REVISION

1. The Service Provider will be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Attachment and shall not be entitled to payment for these expenses until this Agreement is approved and executed by the County of Riverside. The approved Budget is included as Attachment C: Service Provider Budget Detail. The Service Provider Budget Detail identifies budget appropriation categories and line item reimbursable costs; including unit rates, quantity and totals associated with delivering services under this Agreement. The Service Provider Budget Detail includes, at a minimum, the following appropriations (budget categories) & line items, as reimbursable and allowable, under this Agreement:
 - a. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b. Fringe Benefits.
 - c. Agreement Costs – subcontract and consultant cost detail.
 - d. Indirect Costs.
 - e. Rent – specify square footage and rate.
 - f. Supplies.
 - g. Equipment – detailed descriptions and unit costs.
 - h. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - i. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 - j. Other Costs – a detailed list of other operating expenses.
2. The Service Provider shall ensure that any Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section 1. above.
3. The Service Provider may transfer Agreement funds between line items under the following terms and conditions:
 - a. The Service Provider may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Service Provider shall not transfer funds designated for programs into administration line items.
 - b. The Service Provider shall submit a revised budget to RCOoA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
 - c. The Service Provider shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall be available to RCOoA upon request and shall be maintained in the same manner as all other financial records.
 - d. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the Agreement, and shall not include allocation transfers.

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 or appropriation of State and/or federal funds.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State 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 the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
3. No legal liability on the part of RCOoA for any payment may arise under this Agreement until funds are made available.

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

1. OTO funds are non-transferable between funding sources and can only be used in the program in which they were accrued.
2. Titles III and VII Program OTO funds shall only be used 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 caregivers to maintain the eligible service population in a home environment, as approved by RCOoA.
 - c. Innovative pilot projects, approved by CDA/RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53 (a)(b).
 - d. OTO funds may be used to maintain or increase baseline services, with RCOoA approval. However, programs funded with OTO funds shall not exceed OTO funding beyond the current fiscal year in which OTO funds are awarded.
3. Nutrition Services Incentive Program (NSIP) are OTO funds used to purchase food only in the Elderly Nutrition Programs.

D. Matching Requirements & Contributions:

1. "Matching Contributions" means the cash value and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Agreement funding.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Service Provider or a subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
2. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
3. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
4. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
5. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
6. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
7. Matching contributions generated in excess of the minimum required are considered overmatch.
8. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
9. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

10. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
11. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

E. Program Income:

1. "Program Income" means revenue generated by the Service Provider or the subcontractor from Agreement-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - 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.
2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
3. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 3).
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Agreement period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

F. Expenditure of Funds:

1. The Service Provider shall expend and justify all funds received, as described in Attachment C: Service Provider Budget Detail.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Service Provider from paying any differences in costs, from funds other than those provided by RCOoA, between CalHR rates and any rates the Service Provider is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from RCOoA. [SCM 3.17.2.A(4)]

The Service Provider agrees to include these requirements in all agreements it enters into with subcontractors to provide services pursuant to this Agreement.

3. RCOoA reserves the right to refuse payment to the Service Provider or disallow costs for any expenditure, as determined by RCOoA to be: out of compliance with this Agreement, 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. [2 CFR 200] [45 CFR 75]

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 an amendment to Service Provider to reflect the reduced funding for this Agreement.
2. In the event that RCOoA elects to offer an amendment, it shall be mutually understood by both parties that RCOoA in its sole discretion shall determine the amount that this 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 Exhibit A or if spending pattern indicates the Service Provider will have unexpended funding at the end of the Agreement period of performance. RCOoA will be the sole determinant of all reduction of 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 by RCOoA, the Service Provider shall be compensated by RCOoA for completed services rendered prior to termination, subject to availability of funds, allowability of costs and audit verification.

I. Increase of Funds:

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

J. Supplanting Funds:

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

K. Acknowledging RCOoA Funding:

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

L. Interest Earned:

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RCOoA. Interest amounts up to \$500 per year may be retained by the Service Provider and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CRF 200.305 (b)(8)] [45 CFR 75.305(b)(8)]
3. The Service Provider must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - 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.
 - 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.

d. A foreign government or banking system prohibits or precludes interest bearing accounts.

M. Indirect Costs:

1. The maximum allowable reimbursement for indirect costs is ten percent (10%) of Service Provider's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
2. Service Provider requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Service Providers must received prior approval from RCOoA prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on building, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

N. Financial Management Systems:

1. Service Provider shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:
 - a. Financial Reporting.
 - b. Accounting Records.
 - c. Complete Disclosure.
 - d. Source Documentation.
 - e. Internal Control.
 - f. Budgetary Control.
 - g. Cash Management (written procedures).
 - h. Allowable Costs (written procedures).
2. RCOoA may require financial reports more frequently and/or with more detail, upon written notice to the Service Provider, until such time as RCOoA determines that the financial management standards are met.

O. Unexpended Funds:

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

PAYMENT

A. Advance Payments:

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

B. Monthly Reimbursement Payments:

1. The Service Provider shall request payment monthly, on a reimbursement basis, and in arrears for actual expenses incurred, less any amount applied against the advance, beginning with the October expenditure report.
2. The Service Provider shall submit a Monthly Financial Report/Request for Funds (MFR) to be received at RCOoA by the 10th working day of each subsequent month.

C. **Accruals:**

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

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:

Revision:

OTO:

Contractor:

Council on Aging - Southern California

Date: 10/05/2020

Program and Service:

Ombudsman-Cares Act

Vendor #:

209174

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|------------------|----|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 96,349.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 96,349.00 | OK |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | - | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 96,349.00 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|-----------|----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 10,705.00 | - |
| Minimum Required Match | Title IIIE | 25% | 32,116.00 | - |
| Minimum Required Match | Title VII | 0% | - | - |

* IFS = Include Funding Source

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

Program Resources cell G20 must equal Program Costs cell I45.

Program Resources cell G25 must equal Program Costs cell E45.

Program Resources cell G32 must equal Program Costs cell F45.

Program Resources cell G38 must equal Program Costs cell H45.

Program Resources cell G39 must equal Program Costs cell D45.

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



Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
 Contractor Budget: Program Costs
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Date: 10/05/2020

Contractor: Council on Aging - Southern California
 Program and Service: Ombudsman-Cares Act
 Vendor #: 209174

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|---|------------------|--------------|------------|---------------|------------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 69,494.00 | | | | 69,494.00 |
| 15 Payroll Taxes | 4,864.58 | | | | 4,864.58 |
| 16 Workers' Compensation | 1,500.00 | | | | 1,500.00 |
| 17 Other Benefits | 4,579.96 | | | | 4,579.96 |
| 18 Total Paid Personnel | 80,438.54 | - | - | | 80,438.54 |
| 19 Third-Party In-Kind Personnel | - | | | - | |
| 20 Total Personnel | 80,438.54 | - | - | - | 80,438.54 |
| 21 Travel & Training * | - | | | | - |
| Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | 3,300.00 | | | | 3,300.00 |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | - |
| 25 Total Equipment | 3,300.00 | - | - | - | 3,300.00 |
| 26 Catered Food | | | | | - |
| 27 Raw Food | | | | | - |
| 28 Consultants * | | | | | - |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | - | | | | - |
| 32 Utilities * | 1,110.46 | | | | 1,110.46 |
| 33 Program Expense * | 9,000.00 | | | | 9,000.00 |
| 34 Lease for Equipment * | - | | | | - |
| 35 Outside Services/IT support * | - | | | | - |
| 36 Nutrition Education | | | | | - |
| 37 Advertising * | 2,500.00 | | | | 2,500.00 |
| 38 Audit * ** | - | | | | - |
| 39 Volunteer Expense * | - | | | | - |
| 40 Insurance * | - | | | | - |
| 41 Printing * | - | | | | - |
| 42 Miscellaneous * | - | | | | - |
| 43 Total Other Direct Expenses | 12,610.46 | - | - | - | 12,610.46 |
| 44 Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 Total Program Costs | 96,349.00 | - | - | - | 96,349.00 |

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

- Program Costs cell D45 must equal Program Resources cell G39.
- Program Costs cell E45 must equal Program Resources cell G25.
- Program Costs cell F45 must equal Program Resources cell G32.
- Program Costs cell H45 must equal Program Resources cell G38.
- Program Costs cell I45 must equal Program Resources cell G20.

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

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-2021

RIVERSIDE COUNTY
OFFICE ON AGING



Original:
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Date: 10/05/2020

Council on Aging - Southern California
 Ombudsman-Cares Act
 209174

Contractor:
 Program and Service:
 Vendor #:

| Budget Line Items | Line # | Total RCOoA | Explanation |
|---------------------------------------|--------|-------------|--|
| Travel & Training | 21 | | |
| Consultants | 28 | | |
| Lease / Rent | 31 | | |
| Utilities | 32 | 1,110.46 | Telephone |
| Program expense | 33 | 9,000.00 | Outreach kits, PPE Gowns, Face Shields, Mask Gloves, disinfectants |
| Lease for Equipment | 34 | | |
| Outside Services | 35 | | |
| Advertising | 37 | 2,500.00 | Advertising for the program. |
| Audit | 38 | | |
| Volunteer Expense | 39 | | |
| Insurance | 40 | | |
| Printing | 41 | | |
| Miscellaneous | 42 | | |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original: X
Revision:
OTO:

October 1, 2020 to June 30, 2021

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Cares Act
209174

Date: 10/05/2020

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|-------------------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Hazel Lambert | | 35.98 | 39 | - | Director of Ombudsman-RS |
| 2 | Doreen Robinson | | 15.00 | 39 | - | INTAKE COORDINATOR OMBI |
| 3 | Mary Jane Leonhardi | | 17.00 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 4 | Angelica Enchalada | 40.00 | 18.50 | 39 | 28,860.00 | OMBI RS REGIONAL COORDINATOR |
| 5 | Deborah Aguilera | | 23.67 | 39 | - | Regional Coordinator-Hemet/Murrieta |
| 6 | Karen Samsun Runion | 24.00 | 15.00 | 39 | 14,040.00 | Staff Field Ombudsman-Riverside |
| 7 | Anita Johnson | | 24.95 | 39 | - | VOLUNTEER RECRUITCDBG MGR |
| 8 | Jan Manietta | | 15.00 | 39 | - | Staff Field Ombudsman-Hemet |
| 9 | Belinda Dearing | | 15.00 | 39 | - | Staff Field Ombudsman-Palm Desert |
| 10 | Kim Tribulski | | 16.00 | 39 | - | Staff Field Ombudsman-Murrieta |
| 11 | Marcia Marcinko | | 15.50 | 39 | - | Staff Field Ombudsman |
| 12 | Mary Sturm | | 15.00 | 39 | - | FIELD OMBI RS |
| 13 | Ali Azar | | 15.00 | 39 | - | Ombudsman |
| 14 | TBD | 20.00 | 15.00 | 32 | 9,600.00 | Part time staff |
| 15 | TBD | 8.00 | 15.00 | 32 | 3,840.00 | Part time staff |
| 16 | | | | | - | |
| 17 | | | | | - | |
| | Total Salaries / Wages: Section A | | | | 56,340.00 | |
| | Total Salaries / Wages: Section B | | | | 13,154.00 | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | - | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 69,494.00 | |
| | Total Payroll Taxes | | | | 4,864.58 | |
| | Total Workers' Compensation | | | | 1,500.00 | |
| | Total Other Benefits | | | | 4,579.96 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 10,944.54 | |
| | TOTAL PAID PERSONNEL | | | | 80,438.54 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 18 | CEO/President (1.0) | 1.25 | 84.13 | 39 | 4,102 | |
| 19 | CFO (1.0) | 1.35 | 60.10 | 39 | 3,164 | |
| 20 | Accounting Manager (0.875) | 1.25 | 37.88 | 39 | 1,847 | |
| 21 | Accounting Assistant/AP | 1.25 | 30.00 | 39 | 1,463 | |
| 22 | Receptionist (1.0) | 1.25 | 15.00 | 39 | 731 | |
| 23 | Marketing (0.80) | 1.25 | 37.88 | 39 | 1,847 | |
| 24 | Executive Assistant (1.0) | | - | | - | |
| 25 | | | | | - | |
| 26 | | | | | - | |
| | Total Salaries / Wages: Section B | | | | 13,154 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 27 | | | | | - | |
| 28 | | | | | - | |
| 29 | | | | | - | |
| | Total Salaries / Wages: Section C | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:

Revision:

OTO:

Date: 10/05/2020

Contractor:

Council on Aging - Southern California

Program and Service:

Ombudsman - Title III-B

Vendor #:

209174

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|------------------|----|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 34,328.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 34,328.00 | OK |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | - | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 34,328.00 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|-----------|----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 3,814.00 | - |
| Minimum Required Match | Title IIIE | 25% | 11,443.00 | - |
| Minimum Required Match | Title VII | 0% | - | - |

* IFS = Include Funding Source

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

Program Resources cell G20 must equal Program Costs cell I45.

Program Resources cell G25 must equal Program Costs cell E45.

Program Resources cell G32 must equal Program Costs cell F45.

Program Resources cell G38 must equal Program Costs cell H45.

Program Resources cell G39 must equal Program Costs cell D45.

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



Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
 Contractor Budget: Program Costs
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Contractor:
 Program and Service:
 Vendor #:

Council on Aging - Southern California
 Ombudsman - Title III-B
 209174

Date: 10/05/2020

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOA |
|---|------------------|--------------|------------|---------------|------------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 28,627.00 | | | | 28,627.00 |
| 15 Payroll Taxes | 1,927.45 | | | | 1,927.45 |
| 16 Workers' Compensation | 1,912.55 | | | | 1,912.55 |
| 17 Other Benefits | 1,861.00 | | | | 1,861.00 |
| 18 Total Paid Personnel | 34,328.00 | - | - | | 34,328.00 |
| 19 Third-Party In-Kind Personnel | - | | | - | |
| 20 Total Personnel | 34,328.00 | - | - | - | 34,328.00 |
| 21 Travel & Training * | | | | | - |
| Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | - |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | - |
| 25 Total Equipment | - | - | - | - | - |
| 26 Catered Food | | | | | - |
| 27 Raw Food | | | | | - |
| 28 Consultants * | | | | | - |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | | | | | - |
| 32 Utilities * | | | | | - |
| 33 Office Expense * | | | | | - |
| 34 Vehicle Operations and Maintenance * | | | | | - |
| 35 Outside Services * | | | | | - |
| 36 Nutrition Education | | | | | - |
| 37 Accounting * | | | | | - |
| 38 Audit * ** | | | | | - |
| 39 Volunteer Expense * | | | | | - |
| 40 Insurance * | | | | | - |
| 41 Subcontracted Direct Service Costs * | | | | | - |
| 42 Miscellaneous * | | | | | - |
| 43 Total Other Direct Expenses | - | - | - | - | - |
| 44 Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 Total Program Costs | 34,328.00 | - | - | - | 34,328.00 |

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

Program Costs cell D45 must equal Program Resources cell G39.

Program Costs cell E45 must equal Program Resources cell G25.

Program Costs cell F45 must equal Program Resources cell G32.

Program Costs cell H45 must equal Program Resources cell G38.

Program Costs cell I45 must equal Program Resources cell G20.

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



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-2021

Exhibit C: Service Provider Budget Detail
RIVERSIDE COUNTY
OFFICE ON AGING



Original:
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Date: 10/05/2020

Council on Aging - Southern California
 Ombudsman - Title III-B
 209174

Contractor:
 Program and Service:
 Vendor #:

| Budget Line Items | Line # | Total RCOoA | Explanation |
|---------------------------------------|--------|-------------|-------------|
| Travel & Training | 21 | - | |
| Consultants | 28 | - | |
| Lease / Rent | 31 | - | |
| Utilities | 32 | - | |
| Office Expense | 33 | - | |
| Vehicle Operations and Maintenance | 34 | - | |
| Outside Services | 35 | - | |
| Accounting | 37 | - | |
| Audit | 38 | - | |
| Volunteer Expense | 39 | - | |
| Insurance | 40 | - | |
| Subcontracted Direct Service Costs | 41 | - | |
| Miscellaneous | 42 | - | |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original: X
Revision:
OTO:

October 1, 2020 to June 30, 2021

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman - Title III-B
209174

Date: 10/05/2020

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|-------------------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Hazel Lambert | | 35.98 | 39 | - | Director of Ombudsman-RS |
| 2 | Doreen Robinson | 30.00 | 15.00 | 39 | 17,550.00 | INTAKE COORDINATOR OMBI |
| 3 | Mary Jane Leonhardi | 9.50 | 17.00 | 39 | 6,299.00 | OMBI RS REGIONAL COORDINATOR |
| 4 | Angelica Enchalada | | 18.50 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 5 | Deborah Aguilera | | 23.67 | 39 | - | Regional Coordinator-Hemet/Murrieta |
| 6 | Karen Samsun Runion | | 15.00 | 39 | - | Staff Field Ombudsman-Riverside |
| 7 | Anita Johnson | | 24.95 | 39 | - | VOLUNTEER RECRUITCDBG MGR |
| 8 | Jan Manietta | | 15.00 | 39 | - | Staff Field Ombudsman-Hemet |
| 9 | Belinda Dearing | | 15.00 | 39 | - | Staff Field Ombudsman-Palm Desert |
| 10 | Kim Tribulski | | 16.00 | 39 | - | Staff Field Ombudsman-Murrieta |
| 11 | Marcia Marcinko | | 15.50 | 39 | - | Staff Field Ombudsman |
| 12 | Mary Sturm | | 15.00 | 39 | - | FIELD OMBI RS |
| 13 | Ali Azar | | 15.00 | 39 | - | Ombudsman |
| 14 | TBD | | 15.00 | 32 | - | Part time staff |
| 15 | TBD | | 15.00 | 32 | - | Part time staff |
| 16 | | | | | - | |
| | Total Salaries / Wages: Section A | | | | 23,849.00 | |
| | Total Salaries / Wages: Section B | | | | 4,778.00 | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | - | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 28,627.00 | |
| | Total Payroll Taxes | | | | 1,927.45 | |
| | Total Workers' Compensation | | | | 1,912.55 | |
| | Total Other Benefits | | | | 1,861.00 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 5,701.00 | |
| | TOTAL PAID PERSONNEL | | | | 34,328.00 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 17 | CEO/President (1.0) | 0.35 | 84.13 | 39 | 1,148 | |
| 18 | CFO (1.0) | 0.55 | 60.10 | 39 | 1,289 | |
| 19 | Accounting Manager (0.875) | 0.55 | 37.88 | 39 | 813 | |
| 20 | Accounting Assistant/AP | 0.55 | 30.00 | 39 | 644 | |
| 21 | Receptionist (1.0) | 0.50 | 15.00 | 39 | 293 | |
| 22 | Marketing (0.80) | 0.40 | 37.88 | 39 | 591 | |
| 23 | Executive Assistant (1.0) | - | - | - | - | |
| 24 | | | | | - | |
| 25 | | | | | - | |
| | Total Salaries / Wages: Section B | | | | 4,778 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 26 | | | | | - | |
| 27 | | | | | - | |
| | Total Salaries / Wages: Section C | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
 Contractor Budget: Program Resources
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Contractor:
 Program and Service:
 Vendor #:

Council on Aging - Southern California
 Ombudsman -General Fund III-B
 209174

Date: 10/05/2020

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|-------------------|----|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 308,432.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 308,432.00 | OK |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | - | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 308,432.00 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|------------|----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 34,270.00 | - |
| Minimum Required Match | Title IIIE | 25% | 102,811.00 | - |
| Minimum Required Match | Title VII | 0% | - | - |

* IFS = Include Funding Source

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

- Program Resources cell G20 must equal Program Costs cell I45.
- Program Resources cell G25 must equal Program Costs cell E45.
- Program Resources cell G32 must equal Program Costs cell F45.
- Program Resources cell G38 must equal Program Costs cell H45.
- Program Resources cell G39 must equal Program Costs cell D45.

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



Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
 Contractor Budget: Program Costs
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Contractor: Council on Aging - Southern California
 Program and Service: Ombudsman -General Fund III-B
 Vendor #: 209174

Date: 10/05/2020

| | Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|----|--|------------|--------------|------------|---------------|-------------|
| | Paid Personnel | | | | | |
| 14 | Total Salaries / Wages | 183,623.00 | | | | 183,623.00 |
| 15 | Payroll Taxes | 12,853.61 | | | | 12,853.61 |
| 16 | Workers' Compensation | 5,655.59 | | | | 5,655.59 |
| 17 | Other Benefits | 22,272.22 | | | | 22,272.22 |
| 18 | Total Paid Personnel | 224,404.42 | - | - | | 224,404.42 |
| 19 | Third-Party In-Kind Personnel | - | | | - | |
| 20 | Total Personnel | 224,404.42 | - | - | - | 224,404.42 |
| 21 | Travel & Training * | 10,000.00 | | | | 10,000.00 |
| 22 | Equipment | | | | | |
| 23 | Expendable Equipment (unit cost of < \$5,000) | | | | | - |
| 24 | Non-Expendable Equipment (unit cost ≥ \$5,000) | 22,000.00 | | | | 22,000.00 |
| 25 | Total Equipment | 22,000.00 | - | - | - | 22,000.00 |
| 26 | Catered Food | | | | | - |
| 27 | Raw Food | | | | | - |
| 28 | Consultants * | | | | | - |
| 29 | Other Direct Expenses | | | | | |
| 30 | Building Rent and Utilities | | | | | |
| 31 | Lease / Rent * | 25,699.28 | | | | 25,699.28 |
| 32 | Utilities * | 2,455.81 | | | | 2,455.81 |
| 33 | Office Expense * | 2,000.00 | | | | 2,000.00 |
| 34 | Lease for Equipment * | 1,250.00 | | | | 1,250.00 |
| 35 | Outside Services/IT support * | 1,500.00 | | | | 1,500.00 |
| 36 | Nutrition Education | | | | | - |
| 37 | Advertising * | 10,000.00 | | | | 10,000.00 |
| 38 | Audit * ** | 5,500.00 | | | | 5,500.00 |
| 39 | Volunteer Expense * | | | | | - |
| 40 | Insurance * | 1,872.00 | | | | 1,872.00 |
| 41 | Printing * | 950.49 | | | | 950.49 |
| 42 | Miscellaneous * | 800.00 | | | | 800.00 |
| 43 | Total Other Direct Expenses | 52,027.58 | - | - | - | 52,027.58 |
| 44 | Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 | Total Program Costs | 308,432.00 | - | - | - | 308,432.00 |

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

Program Costs cell D45 must equal Program Resources cell G39.

Program Costs cell E45 must equal Program Resources cell G25.

Program Costs cell F45 must equal Program Resources cell G32.

Program Costs cell H45 must equal Program Resources cell G38.

Program Costs cell I45 must equal Program Resources cell G20.

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



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-2021

Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY
 OFFICE ON AGING



Original: X
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Date: 10/05/2020

Contractor: Council on Aging - Southern California
 Program and Service: Ombudsman -General Fund III-B
 Vendor #: 209174

| Budget Line Items | Line # | Total RCOoA | Explanation |
|---------------------------------------|--------|-------------|---------------------------------|
| Travel & Training | 21 | 10,000.00 | Mileage and training cost |
| Consultants | 28 | - | |
| Lease / Rent | 31 | 25,699.28 | Office Rent |
| Utilities | 32 | 2,455.81 | Telephone |
| Office Expense | 33 | 2,000.00 | Office supplies |
| Lease for Equipment | 34 | 1,250.00 | Lease for Equipment |
| Outside Services | 35 | 1,500.00 | IT support for the program |
| Advertising | 37 | 10,000.00 | Advertising for program. |
| Audit | 38 | 5,500.00 | Audit expense |
| Volunteer Expense | 39 | - | |
| Insurance | 40 | 1,872.00 | General and Liability Insurance |
| Printing | 41 | 950.49 | Printing program materials |
| Miscellaneous | 42 | 800.00 | Dues and Subc/ Postage/ taxes |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date: 10/05/2020

Contractor: Council on Aging - Southern California
Program and Service: Ombudsman -General Fund III-B
Vendor #: 209174

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|---------------------|----------------|-------------|---------------------|-----------------|-------------------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Hazel Lambert | 14.00 | 35.98 | 39 | 19,645.00 | Director of Ombudsman-RS |
| 2 | Doreen Robinson | | 15.00 | 39 | - | INTAKE COORDINATOR OMBI |
| 3 | Mary Jane Leonhardi | | 17.00 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 4 | Angelica Enchalada | | 18.50 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 5 | Deborah Aguilera | 40.00 | 23.67 | 39 | 36,925.00 | Regional Coordinator-Hemet/Murrieta |
| 6 | Karen Samsun Runion | | 15.00 | 39 | - | Staff Field Ombudsman-Riverside |
| 7 | Anita Johnson | 40.00 | 24.95 | 39 | 38,922.00 | VOLUNTEER RECRUITCDBG MGR |
| 8 | Jan Manietta | 28.00 | 15.00 | 39 | 16,380.00 | Staff Field Ombudsman-Hemet |
| 9 | Belinda Dearing | 3.00 | 15.00 | 39 | 1,755.00 | Staff Field Ombudsman-Palm Desert |
| 10 | Kim Tribulski | 30.00 | 16.00 | 39 | 18,720.00 | Staff Field Ombudsman-Murrieta |
| 11 | Marcia Marcinko | | 15.50 | 39 | - | Staff Field Ombudsman |
| 12 | Mary Sturm | | 15.00 | 39 | - | FIELD OMBI RS |
| 13 | Ali Azar | | 15.00 | 39 | - | Ombudsman |
| 14 | TBD | 12.00 | 15.00 | 32 | 5,760.00 | Part time staff |
| 15 | TBD | | 15.00 | 32 | - | Part time staff |
| 16 | | | | | - | |
| 17 | | | | | - | |
| Total Salaries / Wages: Section A | | | | | 138,107.00 | |
| Total Salaries / Wages: Section B | | | | | 45,516.00 | See detail in Section B |
| Total Salaries / Wages: Section C | | | | | - | See detail in Section C |
| TOTAL SALARIES / WAGES | | | | | 183,623.00 | |
| Total Payroll Taxes | | | | | 12,853.61 | |
| Total Workers' Compensation | | | | | 5,655.59 | |
| Total Other Benefits | | | | | 22,272.22 | |
| TOTAL EMPLOYEE BENEFITS | | | | | 40,781.42 | |
| TOTAL PAID PERSONNEL | | | | | 224,404.42 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|----------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 18 | CEO/President (1.0) | 4.00 | 84.13 | 39 | 13,125 | |
| 19 | CFO (1.0) | 5.25 | 60.10 | 39 | 12,305 | |
| 20 | Accounting Manager (0.875) | 5.25 | 37.88 | 39 | 7,756 | |
| 21 | Accounting Assistant/AP | 5.25 | 30.00 | 39 | 6,143 | |
| 22 | Receptionist (1.0) | 3.00 | 15.00 | 39 | 1,755 | |
| 23 | Marketing (0.80) | 3.00 | 37.88 | 39 | 4,432 | |
| 24 | Executive Assistant (1.0) | | - | | - | |
| 25 | | | | | - | |
| 26 | | | | | - | |
| Total Salaries / Wages: Section B | | | | | 45,516 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 27 | | | | | - | |
| 28 | | | | | - | |
| 29 | | | | | - | |
| Total Salaries / Wages: Section C | | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
 Contractor Budget: Program Resources
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Contractor: Council on Aging - Southern California
 Program and Service: ombudsman-Public Health Licencing & Certificatio
 Vendor #: 209174

Date: 10/05/2020

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|------------------|----|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 15,370.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 15,370.00 | OK |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | - | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 15,370.00 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|----------|----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 1,708.00 | - |
| Minimum Required Match | Title IIIE | 25% | 5,123.00 | - |
| Minimum Required Match | Title VII | 0% | - | - |

* IFS = Include Funding Source

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

- Program Resources cell G20 must equal Program Costs cell I45.
- Program Resources cell G25 must equal Program Costs cell E45.
- Program Resources cell G32 must equal Program Costs cell F45.
- Program Resources cell G38 must equal Program Costs cell H45.
- Program Resources cell G39 must equal Program Costs cell D45.

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

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor: Council on Aging - Southern California
Program and Service: Judsman-Public Health Licencing & Certifica
Vendor #: 209174

Date: 10/05/2020

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|---|------------------|--------------|------------|---------------|------------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 13,161.00 | | | | 13,161.00 |
| 15 Payroll Taxes | 921.27 | | | | 921.27 |
| 16 Workers' Compensation | 450.00 | | | | 450.00 |
| 17 Other Benefits | 837.73 | | | | 837.73 |
| 18 Total Paid Personnel | 15,370.00 | - | - | | 15,370.00 |
| 19 Third-Party In-Kind Personnel | - | | | - | |
| 20 Total Personnel | 15,370.00 | - | - | - | 15,370.00 |
| 21 Travel & Training * | - | | | | - |
| Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | - |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | - |
| 25 Total Equipment | - | - | - | - | - |
| 26 Catered Food | | | | | - |
| 27 Raw Food | | | | | - |
| 28 Consultants * | | | | | - |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | - | | | | - |
| 32 Utilities * | - | | | | - |
| 33 Office Expense * | - | | | | - |
| 34 Lease for Equipment * | - | | | | - |
| 35 Outside Services/IT support * | - | | | | - |
| 36 Nutrition Education | | | | | - |
| 37 Advertising * | - | | | | - |
| 38 Audit * ** | - | | | | - |
| 39 Volunteer Expense * | - | | | | - |
| 40 Insurance * | - | | | | - |
| 41 Printing * | - | | | | - |
| 42 Miscellaneous * | - | | | | - |
| 43 Total Other Direct Expenses | - | - | - | - | - |
| 44 Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 Total Program Costs | 15,370.00 | - | - | - | 15,370.00 |

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

Program Costs cell D45 must equal Program Resources cell G39.

Program Costs cell E45 must equal Program Resources cell G25.

Program Costs cell F45 must equal Program Resources cell G32.

Program Costs cell H45 must equal Program Resources cell G38.

Program Costs cell I45 must equal Program Resources cell G20.

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



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-2021

Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY
 OFFICE ON AGING



Original:
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Contractor:
 Program and Service:
 Vendor #:

Date: 10/05/2020

| Budget Line Items | Line # | Total RCOoA | Explanation |
|---------------------------------------|--------|-------------|-------------|
| Travel & Training | 21 | | |
| Consultants | 28 | | |
| Lease / Rent | 31 | | |
| Utilities | 32 | | |
| Office Expense / Program expense | 33 | | |
| Lease for Equipment | 34 | | |
| Outside Services | 35 | | |
| Advertising | 37 | | |
| Audit | 38 | | |
| Volunteer Expense | 39 | | |
| Insurance | 40 | | |
| Printing | 41 | | |
| Miscellaneous | 42 | | |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original: X
Revision:
OTO:

October 1, 2020 to June 30, 2021

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-Public Health Licencing & Certification
209174

Date: 10/05/2020

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|---------------------|----------------|-------------|---------------------|-----------------|-------------------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Hazel Lambert | | 35.98 | 39 | - | Director of Ombudsman-RS |
| 2 | Doreen Robinson | | 15.00 | 39 | - | INTAKE COORDINATOR OMBI |
| 3 | Mary Jane Leonhardi | | 17.00 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 4 | Angelica Enchalada | | 18.50 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 5 | Deborah Aguilera | | 23.67 | 39 | - | Regional Coordinator-Hemet/Murrieta |
| 6 | Karen Samsun Runion | | 15.00 | 39 | - | Staff Field Ombudsman-Riverside |
| 7 | Anita Johnson | | 24.95 | 39 | - | VOLUNTEER RECRUITCDBG MGR |
| 8 | Jan Manietta | | 15.00 | 39 | - | Staff Field Ombudsman-Hemet |
| 9 | Belinda Dearing | 12.00 | 15.00 | 39 | 7,020.00 | Staff Field Ombudsman-Palm Desert |
| 10 | Kim Tribulski | | 16.00 | 39 | - | Staff Field Ombudsman-Murrieta |
| 11 | Marcia Marcinko | | 15.50 | 39 | - | Staff Field Ombudsman |
| 12 | Mary Sturm | | 15.00 | 39 | - | FIELD OMBI RS |
| 13 | Ali Azar | 8.30 | 15.00 | 39 | 4,856.00 | Ombudsman |
| 14 | TBD | | 15.00 | 32 | - | Part time staff |
| 15 | TBD | | 15.00 | 32 | - | Part time staff |
| 16 | | | | | - | |
| 17 | | | | | - | |
| Total Salaries / Wages: Section A | | | | | 11,876.00 | |
| Total Salaries / Wages: Section B | | | | | 1,285.00 | See detail in Section B |
| Total Salaries / Wages: Section C | | | | | - | See detail in Section C |
| TOTAL SALARIES / WAGES | | | | | 13,161.00 | |
| Total Payroll Taxes | | | | | 921.27 | |
| Total Workers' Compensation | | | | | 450.00 | |
| Total Other Benefits | | | | | 837.73 | |
| TOTAL EMPLOYEE BENEFITS | | | | | 2,209.00 | |
| TOTAL PAID PERSONNEL | | | | | 15,370.00 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|----------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 18 | CEO/President (1.0) | 0.10 | 84.13 | 39 | 328 | |
| 19 | CFO (1.0) | 0.15 | 60.10 | 39 | 352 | |
| 20 | Accounting Manager (0.875) | 0.15 | 37.88 | 39 | 222 | |
| 21 | Accounting Assistant/AP | 0.15 | 30.00 | 39 | 176 | |
| 22 | Receptionist (1.0) | 0.10 | 15.00 | 39 | 59 | |
| 23 | Marketing (0.80) | 0.10 | 37.88 | 39 | 148 | |
| 24 | Executive Assistant (1.0) | | | | - | |
| 25 | | | | | - | |
| 26 | | | | | - | |
| Total Salaries / Wages: Section B | | | | | 1,285 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 27 | | | | | - | |
| 28 | | | | | - | |
| 29 | | | | | - | |
| Total Salaries / Wages: Section C | | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:

Revision:

OTO:

Contractor:

Council on Aging - Southern California

Date: 10/05/2020

Program and Service:

Ombudsman- SHF Citation Penalties

Vendor #:

209174

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|------------------|----|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 32,755.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 32,755.00 | OK |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | - | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 32,755.00 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|-----------|----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 3,639.00 | - |
| Minimum Required Match | Title IIIE | 25% | 10,918.00 | - |
| Minimum Required Match | Title VII | 0% | - | - |

* IFS = Include Funding Source

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

Program Resources cell G20 must equal Program Costs cell I45.

Program Resources cell G25 must equal Program Costs cell E45.

Program Resources cell G32 must equal Program Costs cell F45.

Program Resources cell G38 must equal Program Costs cell H45.

Program Resources cell G39 must equal Program Costs cell D45.

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



Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
 Contractor Budget: Program Costs
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Date: 10/05/2020

Contractor: Council on Aging - Southern California
 Program and Service: Ombudsman- SHF Citation Penalties
 Vendor #: 209174

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|---|------------------|--------------|------------|---------------|------------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 26,902.00 | | | | 26,902.00 |
| 15 Payroll Taxes | 1,883.14 | | | | 1,883.14 |
| 16 Workers' Compensation | 1,000.00 | | | | 1,000.00 |
| 17 Other Benefits | 1,076.02 | | | | 1,076.02 |
| 18 Total Paid Personnel | 30,861.16 | - | - | | 30,861.16 |
| 19 Third-Party In-Kind Personnel | - | | | - | |
| 20 Total Personnel | 30,861.16 | - | - | - | 30,861.16 |
| 21 Travel & Training * | | | | | - |
| Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | - |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | - |
| 25 Total Equipment | - | - | - | - | - |
| 26 Catered Food | | | | | - |
| 27 Raw Food | | | | | - |
| 28 Consultants * | | | | | - |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | | | | | - |
| 32 Utilities * | | | | | - |
| 33 Office Expense * | | | | | - |
| 34 Vehicle Operations and Maintenance * | | | | | - |
| 35 Outside Services * | | | | | - |
| 36 Nutrition Education | | | | | - |
| 37 Advertising * | 1,893.84 | | | | 1,893.84 |
| 38 Audit * ** | | | | | - |
| 39 Volunteer Expense * | | | | | - |
| 40 Insurance * | | | | | - |
| 41 Subcontracted Direct Service Costs * | | | | | - |
| 42 Miscellaneous * | | | | | - |
| 43 Total Other Direct Expenses | 1,893.84 | - | - | - | 1,893.84 |
| 44 Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 Total Program Costs | 32,755.00 | - | - | - | 32,755.00 |

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

- Program Costs cell D45 must equal Program Resources cell G39.
- Program Costs cell E45 must equal Program Resources cell G25.
- Program Costs cell F45 must equal Program Resources cell G32.
- Program Costs cell H45 must equal Program Resources cell G38.
- Program Costs cell I45 must equal Program Resources cell G20.

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



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-2021

Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY
OFFICE ON AGING



Original: X
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Contractor: Council on Aging - Southern California
 Program and Service: Ombudsman- SHF Citation Penalties
 Vendor #: 209174

Date: 10/05/2020

| Budget Line Items | Line # | Total RCOoA | Explanation |
|---------------------------------------|--------|-------------|--|
| Travel & Training | 21 | - | |
| Consultants | 28 | - | |
| Lease / Rent | 31 | - | |
| Utilities | 32 | - | |
| Office Expense | 33 | - | |
| Vehicle Operations and Maintenance | 34 | | |
| Outside Services | 35 | - | |
| Advertising | 37 | 1,893.84 | Advertising for program. Printing materials, social media ads. |
| Audit | 38 | - | |
| Volunteer Expense | 39 | - | |
| Insurance | 40 | - | |
| Subcontracted Direct Service Costs | 41 | - | |
| Miscellaneous | 42 | - | |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman- SHF Citation Penalties
209174

Date: 10/05/2020

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|-------------------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Hazel Lambert | | 35.98 | 39 | - | Director of Ombudsman-RS |
| 2 | Doreen Robinson | 10.00 | 15.00 | 39 | 5,850.00 | INTAKE COORDINATOR OMBI |
| 3 | Mary Jane Leonhardi | 25.50 | 17.00 | 39 | 16,907.00 | OMBI RS REGIONAL COORDINATOR |
| 4 | Angelica Enchalada | | 18.50 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 5 | Deborah Aguilera | | 23.67 | 39 | - | Regional Coordinator-Hemet/Murrieta |
| 6 | Karen Samsun Runion | | 15.00 | 39 | - | Staff Field Ombudsman-Riverside |
| 7 | Anita Johnson | | 24.95 | 39 | - | VOLUNTEER RECRUITCDBG MGR |
| 8 | Jan Manietta | | 15.00 | 39 | - | Staff Field Ombudsman-Hemet |
| 9 | Belinda Dearing | | 15.00 | 39 | - | Staff Field Ombudsman-Palm Desert |
| 10 | Kim Tribulski | | 16.00 | 39 | - | Staff Field Ombudsman-Murrieta |
| 11 | Marcia Marcinko | | 15.50 | 39 | - | Staff Field Ombudsman |
| 12 | Mary Sturm | | 15.00 | 39 | - | FIELD OMBI RS |
| 13 | Ali Azar | | 15.00 | 39 | - | Ombudsman |
| 14 | TBD | | 15.00 | 32 | - | Part time staff |
| 15 | TBD | | 15.00 | 32 | - | Part time staff |
| 16 | | | | | - | |
| 17 | | | | | - | |
| | Total Salaries / Wages: Section A | | | | 22,757.00 | |
| | Total Salaries / Wages: Section B | | | | 4,145.00 | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | - | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 26,902.00 | |
| | Total Payroll Taxes | | | | 1,883.14 | |
| | Total Workers' Compensation | | | | 1,000.00 | |
| | Total Other Benefits | | | | 1,076.02 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 3,959.16 | |
| | TOTAL PAID PERSONNEL | | | | 30,861.16 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 18 | CEO/President (1.0) | 0.30 | 84.13 | 39 | 984 | |
| 19 | CFO (1.0) | 0.35 | 60.10 | 39 | 820 | |
| 20 | Accounting Manager (0.875) | 0.55 | 37.88 | 39 | 813 | |
| 21 | Accounting Assistant/AP | 0.55 | 30.00 | 39 | 644 | |
| 22 | Receptionist (1.0) | 0.50 | 15.00 | 39 | 293 | |
| 23 | Marketing (0.80) | 0.40 | 37.88 | 39 | 591 | |
| 24 | Executive Assistant (1.0) | - | - | - | - | |
| 25 | | | | | - | |
| 26 | | | | | - | |
| | Total Salaries / Wages: Section B | | | | 4,145 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 27 | | | | | - | |
| 28 | | | | | - | |
| 29 | | | | | - | |
| | Total Salaries / Wages: Section C | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:

Revision:

OTO:

Contractor:

Council on Aging - Southern California

Date: 10/05/2020

Program and Service:

Ombudsman-SNF Quality & Accountability

Vendor #:

209174

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|------------------|----|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 73,010.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 73,010.00 | OK |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | - | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 73,010.00 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|-----------|----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 8,112.00 | - |
| Minimum Required Match | Title IIIE | 25% | 24,337.00 | - |
| Minimum Required Match | Title VII | 0% | - | - |

* IFS = Include Funding Source

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

Program Resources cell G20 must equal Program Costs cell I45.

Program Resources cell G25 must equal Program Costs cell E45.

Program Resources cell G32 must equal Program Costs cell F45.

Program Resources cell G38 must equal Program Costs cell H45.

Program Resources cell G39 must equal Program Costs cell D45.

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



Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
 Contractor Budget: Program Costs
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Contractor: Council on Aging - Southern California
 Program and Service: Ombudsman-SNF Quality & Accountability
 Vendor #: 209174

Date: 10/05/2020

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|---|------------------|--------------|------------|---------------|------------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 30,392.00 | | | | 30,392.00 |
| 15 Payroll Taxes | 2,127.44 | | | | 2,127.44 |
| 16 Workers' Compensation | 1,250.00 | | | | 1,250.00 |
| 17 Other Benefits | 429.37 | | | | 429.37 |
| 18 Total Paid Personnel | 34,198.81 | - | - | | 34,198.81 |
| 19 Third-Party In-Kind Personnel | - | | | - | |
| 20 Total Personnel | 34,198.81 | - | - | - | 34,198.81 |
| 21 Travel & Training * | 150.00 | | | | 150.00 |
| Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | - |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | 3,980.00 | | | | 3,980.00 |
| 25 Total Equipment | 3,980.00 | - | - | - | 3,980.00 |
| 26 Catered Food | | | | | - |
| 27 Raw Food | | | | | - |
| 28 Consultants * | | | | | - |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | - | | | | - |
| 32 Utilities * | 12,126.19 | | | | 12,126.19 |
| 33 Office Expense * | 2,915.00 | | | | 2,915.00 |
| 34 Lease for Equipment * | 1,500.00 | | | | 1,500.00 |
| 35 Outside Services/IT support * | 7,140.00 | | | | 7,140.00 |
| 36 Nutrition Education | | | | | - |
| 37 Advertising * | 9,000.00 | | | | 9,000.00 |
| 38 Audit * ** | - | | | | - |
| 39 Volunteer Expense * | 2,000.00 | | | | 2,000.00 |
| 40 Insurance * | - | | | | - |
| 41 Printing * | - | | | | - |
| 42 Miscellaneous * | - | | | | - |
| 43 Total Other Direct Expenses | 34,681.19 | - | - | - | 34,681.19 |
| 44 Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 Total Program Costs | 73,010.00 | - | - | - | 73,010.00 |

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

- Program Costs cell D45 must equal Program Resources cell G39.
- Program Costs cell E45 must equal Program Resources cell G25.
- Program Costs cell F45 must equal Program Resources cell G32.
- Program Costs cell H45 must equal Program Resources cell G38.
- Program Costs cell I45 must equal Program Resources cell G20.

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



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-2021

Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY
OFFICE ON AGING



Original:
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Contractor: Council on Aging - Southern California
 Program and Service: Ombudsman-SNF Quality & Accountability
 Vendor #: 209174

Date: 10/05/2020

| Budget Line Items | Line # | Total RCOoA | Explanation |
|---------------------------------------|--------|-------------|---|
| Travel & Training | 21 | 150.00 | Training |
| Consultants | 28 | | |
| Lease / Rent | 31 | | |
| Utilities | 32 | 12,126.19 | Telephone |
| Office Expense / Program expense | 33 | 2,915.00 | Office supplies |
| Lease for Equipment | 34 | 1,500.00 | Lease for Equipment |
| Outside Services | 35 | 7,140.00 | IT support for the program |
| Advertising | 37 | 9,000.00 | Advertising for program. |
| Audit | 38 | | |
| Volunteer Expense | 39 | 2,000.00 | Volunteer recognition and training& support |
| Insurance | 40 | | |
| Printing | 41 | | |
| Miscellaneous | 42 | | |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman-SNF Quality & Accountability
209174

Date: 10/05/2020

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|-------------------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Hazel Lambert | | 35.98 | 39 | - | Director of Ombudsman-RS |
| 2 | Doreen Robinson | | 15.00 | 39 | - | INTAKE COORDINATOR OMBI |
| 3 | Mary Jane Leonhardi | | 17.00 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 4 | Angelica Enchalada | | 18.50 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 5 | Deborah Aguilera | | 23.67 | 39 | - | Regional Coordinator-Hemet/Murrieta |
| 6 | Karen Samsun Runion | | 15.00 | 39 | - | Staff Field Ombudsman-Riverside |
| 7 | Anita Johnson | | 24.95 | 39 | - | VOLUNTEER RECRUITCDBG MGR |
| 8 | Jan Manietta | | 15.00 | 39 | - | Staff Field Ombudsman-Hemet |
| 9 | Belinda Dearing | | 15.00 | 39 | - | Staff Field Ombudsman-Palm Desert |
| 10 | Kim Tribulski | | 16.00 | 39 | - | Staff Field Ombudsman-Murrieta |
| 11 | Marcia Marcinko | 16.00 | 15.50 | 39 | 9,672.00 | Staff Field Ombudsman |
| 12 | Mary Sturm | 16.00 | 15.00 | 39 | 9,360.00 | FIELD OMBI RS |
| 13 | Ali Azar | 3.70 | 15.00 | 39 | 2,165.00 | Ombudsman |
| 14 | TBD | | 15.00 | 32 | - | Part time staff |
| 15 | TBD | | 15.00 | 32 | - | Part time staff |
| 16 | | | | | - | |
| 17 | | | | | - | |
| | Total Salaries / Wages: Section A | | | | 21,197.00 | |
| | Total Salaries / Wages: Section B | | | | 9,195.00 | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | - | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 30,392.00 | |
| | Total Payroll Taxes | | | | 2,127.44 | |
| | Total Workers' Compensation | | | | 1,250.00 | |
| | Total Other Benefits | | | | 429.37 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 3,806.81 | |
| | TOTAL PAID PERSONNEL | | | | 34,198.81 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 18 | CEO/President (1.0) | 0.85 | 84.13 | 39 | 2,789 | |
| 19 | CFO (1.0) | 0.85 | 60.10 | 39 | 1,992 | |
| 20 | Accounting Manager (0.875) | 1.00 | 37.88 | 39 | 1,477 | |
| 21 | Accounting Assistant/AP | 1.00 | 30.00 | 39 | 1,170 | |
| 22 | Receptionist (1.0) | 1.00 | 15.00 | 39 | 585 | |
| 23 | Marketing (0.80) | 0.80 | 37.88 | 39 | 1,182 | |
| 24 | Executive Assistant (1.0) | | | | - | |
| 25 | | | | | - | |
| 26 | | | | | - | |
| | Total Salaries / Wages: Section B | | | | 9,195 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 27 | | | | | - | |
| 28 | | | | | - | |
| 29 | | | | | - | |
| | Total Salaries / Wages: Section C | | | | - | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:

Revision:

OTO:

Contractor:

Council on Aging - Southern California

Date: 10/05/2020

Program and Service:

Ombudsman - Title VIIa

Vendor #:

209174

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|------------------|----|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 53,619.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 53,619.00 | OK |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | | |
| 23 | Other Program Income (IFS *) | | | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | - | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | - | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | - | OK |
| 39 | Total Program Resources | | 53,619.00 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|-----------|----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 10% | 5,958.00 | - |
| Minimum Required Match | Title IIIE | 25% | 17,873.00 | - |
| Minimum Required Match | Title VII | 0% | - | - |

* IFS = Include Funding Source

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

Program Resources cell G20 must equal Program Costs cell I45.

Program Resources cell G25 must equal Program Costs cell E45.

Program Resources cell G32 must equal Program Costs cell F45.

Program Resources cell G38 must equal Program Costs cell H45.

Program Resources cell G39 must equal Program Costs cell D45.

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



Exhibit C: Service Provider Budget Detail
RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
 Contractor Budget: Program Costs
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Contractor: Council on Aging - Southern California
 Program and Service: Ombudsman - Title VIIa
 Vendor #: 209174

Date: 10/05/2020

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|---|------------------|--------------|------------|---------------|------------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 43,476.00 | | | | 43,476.00 |
| 15 Payroll Taxes | 2,912.89 | | | | 2,912.89 |
| 16 Workers' Compensation | 1,912.95 | | | | 1,912.95 |
| 17 Other Benefits | 5,317.16 | | | | 5,317.16 |
| 18 Total Paid Personnel | 53,619.00 | - | - | | 53,619.00 |
| 19 Third-Party In-Kind Personnel | - | | | - | |
| 20 Total Personnel | 53,619.00 | - | - | - | 53,619.00 |
| 21 Travel & Training * | | | | | - |
| 22 Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | - |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | - |
| 25 Total Equipment | - | - | - | - | - |
| 26 Catered Food | | | | | - |
| 27 Raw Food | | | | | - |
| 28 Consultants * | | | | | - |
| 29 Other Direct Expenses | | | | | |
| 30 Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | | | | | - |
| 32 Utilities * | | | | | - |
| 33 Office Expense * | | | | | - |
| 34 Vehicle Operations and Maintenance * | | | | | - |
| 35 Outside Services * | | | | | - |
| 36 Nutrition Education | | | | | - |
| 37 Accounting * | | | | | - |
| 38 Audit * ** | | | | | - |
| 39 Volunteer Expense * | | | | | - |
| 40 Insurance * | | | | | - |
| 41 Subcontracted Direct Service Costs * | | | | | - |
| 42 Miscellaneous * | | | | | - |
| 43 Total Other Direct Expenses | - | - | - | - | - |
| 44 Indirect Costs (Maximum 10% of Total) * | | | | | - |
| 45 Total Program Costs | 53,619.00 | - | - | - | 53,619.00 |

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

Program Costs cell D45 must equal Program Resources cell G39.

Program Costs cell E45 must equal Program Resources cell G25.

Program Costs cell F45 must equal Program Resources cell G32.

Program Costs cell H45 must equal Program Resources cell G38.

Program Costs cell I45 must equal Program Resources cell G20.

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



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-2021

Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY
OFFICE ON AGING



Original: X
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Contractor: Council on Aging - Southern California
 Program and Service: Ombudsman - Title VIII
 Vendor #: 209174

Date: 10/05/2020

| Budget Line Items | Line # | Total RCOoA | Explanation |
|---------------------------------------|--------|-------------|-------------|
| Travel & Training | 21 | - | |
| Consultants | 28 | - | |
| Lease / Rent | 31 | - | |
| Utilities | 32 | - | |
| Office Expense | 33 | - | |
| Vehicle Operations and Maintenance | 34 | | |
| Outside Services | 35 | - | |
| Accounting | 37 | - | |
| Audit | 38 | - | |
| Volunteer Expense | 39 | - | |
| Insurance | 40 | - | |
| Subcontracted Direct Service Costs | 41 | - | |
| Miscellaneous | 42 | - | |
| Indirect Costs (Maximum 10% of Total) | 44 | - | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-2021

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Contractor:
Program and Service:
Vendor #:

Council on Aging - Southern California
Ombudsman - Title VIIa
209174

Date: 10/05/2020

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|-------------------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Hazel Lambert | 26.00 | 35.98 | 39 | 36,484.00 | Director of Ombudsman-RS |
| 2 | Doreen Robinson | | 15.00 | 39 | - | INTAKE COORDINATOR OMBI |
| 3 | Mary Jane Leonhardi | | 17.00 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 4 | Angelica Enchalada | | 18.50 | 39 | - | OMBI RS REGIONAL COORDINATOR |
| 5 | Deborah Aguilera | | 23.67 | 39 | - | Regional Coordinator-Hemet/Murrieta |
| 6 | Karen Samsun Runion | | 15.00 | 39 | - | Staff Field Ombudsman-Riverside |
| 7 | Anita Johnson | | 24.95 | 39 | - | VOLUNTEER RECRUITCDBG MGR |
| 8 | Jan Manietta | | 15.00 | 39 | - | Staff Field Ombudsman-Hemet |
| 9 | Belinda Dearing | | 15.00 | 39 | - | Staff Field Ombudsman-Palm Desert |
| 10 | Kim Tribulski | | 16.00 | 39 | - | Staff Field Ombudsman-Murrieta |
| 11 | Marcia Marcinko | | 15.50 | 39 | - | Staff Field Ombudsman |
| 12 | Mary Sturm | | 15.00 | 39 | - | FIELD OMBI RS |
| 13 | Ali Azar | | 15.00 | 39 | - | Ombudsman |
| 14 | TBD | | 15.00 | 32 | - | Part time staff |
| 15 | TBD | | 15.00 | 32 | - | Part time staff |
| 16 | | | | | - | |
| 17 | | | | | - | |
| | Total Salaries / Wages: Section A | | | | 36,484.00 | |
| | Total Salaries / Wages: Section B | | | | 6,992.00 | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | - | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 43,476.00 | |
| | Total Payroll Taxes | | | | 2,912.89 | |
| | Total Workers' Compensation | | | | 1,912.95 | |
| | Total Other Benefits | | | | 5,317.16 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 10,143.00 | |
| | TOTAL PAID PERSONNEL | | | | 53,619.00 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 18 | CEO/President (1.0) | 0.50 | 84.13 | 39 | 1,641 | |
| 19 | CFO (1.0) | 0.70 | 60.10 | 39 | 1,641 | |
| 20 | Accounting Manager (0.875) | 0.80 | 37.88 | 39 | 1,182 | |
| 21 | Accounting Assistant/AP | 0.80 | 30.00 | 39 | 936 | |
| 22 | Receptionist (1.0) | 0.70 | 15.00 | 39 | 410 | |
| 23 | Marketing (0.80) | 0.80 | 37.88 | 39 | 1,182 | |
| 24 | Executive Assistant (1.0) | | | | - | |
| 25 | | | | | - | |
| 26 | | | | | - | |
| | Total Salaries / Wages: Section B | | | | 6,992 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 27 | | | | | - | |
| 28 | | | | | - | |
| 29 | | | | | - | |
| | Total Salaries / Wages: Section C | | | | - | |



EXHIBIT D: INSURANCE REQUIREMENTS



- A. Without limiting or diminishing the Service Provider's obligation to indemnify or hold RCOoA 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, RCOoA 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 RCOoA 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. 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.
 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 RCOoA 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 its 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 AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside'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 exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RCOoA, and at the election of the County of Riverside's Risk Manager, Service Provider's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the RCOoA, 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 certified original copies of Endorsements effecting coverage as required herein, and
 - b. If requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original certified 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) that 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's insurance carrier(s) policies do 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 original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein, and the insurance required herein is in full force and effect. Service Provider shall not commence operation until RCOoA has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original 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 RCOoA'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; RCOoA reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County of Riverside 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 RCOoA.
9. Service Provider agrees to notify RCOoA 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



CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c),
(Older Americans Act Reauthorization Act of 2016, Section 306(a))

In the form below, provide the current list of designated community focal points and their addresses. This information must match the total number of focal points reported in the National Aging Program Information System (NAPIS) State Program Report (SPR), i.e., California Aging Reporting System, NAPISCare, Section III.D.

| Designated Community Focal Point | Address | Phone |
|--|---|----------------|
| Albert A. Chatigny Senior Community Recreation Center | 1310 Oak Valley Parkway Beaumont, CA 92223 | (951) 796-8524 |
| Arlanza Community Center – Bryant Park | 7950 Philbin Avenue Riverside, CA 92503 | (951) 351-6135 |
| Banning Senior Center | 769 North San Geronio Ave, PO Box 998 Banning, CA 92220 | (951) 922-3250 |
| The Cathedral Center/Cathedral City Senior Center | 37-171 West Buddy Rogers Avenue Cathedral City, CA 92234 | (760) 321-1548 |
| Coachella Senior Center | 1540 Seventh Street Coachella, CA 92236 | (760) 398-0104 |
| Colorado River Senior Community Center | HCR 20, Box 3408 – Rio Loco Blythe, CA 92225 | (760) 922-6133 |
| Corona Senior Center | 921 South Belle Street Corona, CA 92882 | (951) 736-2363 |
| Dales Senior Center – White Park | 3936 Chestnut Street Riverside, CA 92501 | (951) 826-5303 |
| Desert Hot Springs Senior Center | 11-777 West Drive Desert Hot Springs, CA 92240 | (760) 329-0222 |
| Doris Morgan Community Center <i>(Formerly the Blythe Community Center)</i> | 445 North Broadway Blythe, CA 92225 | (760) 922-8801 |
| Eddie Dee Smith Senior Center | 5888 Mission Boulevard Rubidoux, CA 92509 | (951) 275-9975 |
| Idyllwild Town Hall | 25925 Cedar Street Idyllwild, CA 92549 | (951) 659-2638 |
| Indio Senior Center | 45-700 Aladdin Street Indio, CA 92201 | (760) 391-4170 |
| James A. Venable Community Center | 50-390 Carmen Avenue Cabazon, CA 92230 | (951) 922-1097 |
| Janet Goeske Foundation and Senior Center | 5257 Sierra Street Riverside, CA 92504 | (951) 351-8800 |
| Jerry Rummonds' Senior Center | 87-225 Church Street, PO Box 701 Thermal, CA 92274 | (760) 347-3484 |

| Designated Community Focal Point | Address | Phone |
|---|--|----------------|
| Joslyn Senior Center | 73-750 Catalina Way Palm Desert, CA 92260 | (760) 340-3220 |
| Key Cenicerros Senior Center | 29995 Evans Road Sun City, CA 92586 | (951) 672-9673 |
| La Quinta Wellness Center | 78-450 Avenida La Fonda La Quinta, CA 92247 | (760) 564-0096 |
| La Sierra Senior Center | 5215 La Sierra Riverside, CA 92505 | (951) 351-6435 |
| Lake Elsinore Senior Activity Center | 420 East Lakeshore Drive Lake Elsinore, CA 92530 | (951) 674-2526 |
| The LGBT Community Center of the Desert | 1301 North Palm Canyon Drive Palm Springs, CA 92262 | (760) 416-7790 |
| Marion Ashley Community Center | 25625 Briggs Road Menifee, CA 92585 | (951) 928-2700 |
| Mary Phillips Senior Center | 41845 Sixth Street Temecula, CA 92590 | (951) 694-6464 |
| Charles Meigs Community Center | 21091 Rider Street Perris, CA 92570 | (951) 210-1580 |
| Mizell Center | 480 South Sunrise Way Palm Springs, CA 92262 | (760) 323-5689 |
| Moreno Valley Senior Center | 25075 Fir Avenue Moreno Valley, CA 92553 | (951) 413-3430 |
| Moses Schaffer Community Center | 21565 Steele Peak Drive Perris, CA 92570 | (951) 943-9126 |
| Murrieta Senior Center | 41717 Juniper Street Murrieta, CA 92562 | (951) 304-7275 |
| Norco Senior Center | 2690 Clark Avenue, PO Box 428 Norco, CA 92860 | (951) 270-5647 |
| Norton Younglove Community Center | 459 West Center Street Riverside, CA 92507 | (951) 241-7221 |
| Norton Younglove Community Center | 908 Park Street, PO Box 1190 Calimesa, CA 92320 | (909) 795-2287 |
| Perris Senior Center | 100 North "D" Street Perris, CA 92570 | (951) 657-7334 |
| Riverside-San Bernardino County Indian Health | 11555 ½ Potrero Road Banning, CA 92220 | (951) 849-4761 |
| Ruth H. Lewis Community Center at Reid Park | 701 North Orange Street Riverside, CA 92501 | (951) 826-5654 |
| San Jacinto Community Center | 625 South Pico Avenue San Jacinto, CA 92583 | (951) 654-2054 |
| Stratton Community Center at Bordwell Park | 2008 Martin Luther King Boulevard Riverside, CA 92507 | (951) 826-5355 |
| Ysamel Villegas Community Center | 3091 Esperanza Street Riverside, CA 92503 | (951) 351-6142 |

**Riverside County Office on Aging
Standard Agreement
RCOoA 2020-21**

1. This Standard Agreement (herein referred to as "Agreement") is made and entered into by and between:

COUNCIL ON AGING - SOUTHERN CALIFORNIA, INC., a California nonprofit corporation, (herein referred to as "Service Provider")

and

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside County Office on Aging (herein referred to as "RCOoA")

2. The Agreement period of performance is:

October 1, 2020 to June 30, 2021, and may be renewed annually by a written amendment for up to three (3) years.

3. The maximum obligation of RCOoA to pay the Service Provider for Fiscal Year 2020-21 is:

\$501,194

Three Hundred Thirty-Six Thousand One Hundred Ninety-Four Dollars

4. The Service Provider agrees to comply with the obligations as defined in the following documents, which are by this reference incorporated into the Agreement:

Authorized Signatory Form

Service Provider Agreement

Exhibit A: Scope of Service - HCAP, MPPA, SIFP, California Coordinated Care Initiative/Financial Alignment

Exhibit B: Service Provider Budget Allocation Summary
Attachment 1 to Exhibit B: Budget & Reimbursement Provisions

Exhibit C: Service Provider Budget Detail

Exhibit D: Insurance Requirements

Exhibit E: Community Focal Points List

5. This Agreement shall become effective upon signature of both parties on October 1, 2020, whichever should come first:

6. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUEA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUEA as amended from time to time. The CUEA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (j) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

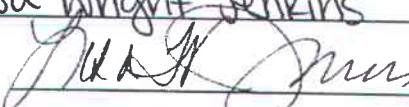
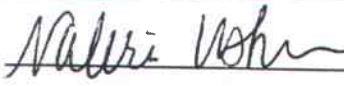
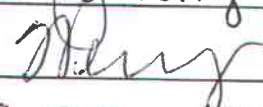
| SERVICE PROVIDER | COUNTY OF RIVERSIDE |
|--|---|
| Council on Aging - Southern California, Inc. | Riverside County Office on Aging |
| Date Signed: | Date Signed: JAN 12 2021 |
| Digitally signed by Lisa Jenkins Date: 2020.12.21 10:14:43 -0800 | BY: <i>Karen S. Spiegel</i> KAREN SPIEGEL |
| Printed Name: Lisa Wright Jenkins | Printed Name: _____ |
| Title: President and CEO | Title: Chair, Board of Supervisors |
| Address: | Address: |
| 2 Executive Circle, Suite 175 Irvine, CA 92614 | 2510 Central Avenue, Suite 300 Riverside, CA 92505 |

ATTEST:
KECIA R. HARPER, Clerk
 By *[Signature]*
DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
DANIELLE D. MALAND

AUTHORIZED SIGNATORY FORM:

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

| Agreement/Amendments/Fiscal Year Closeout Report | |
|--|---|
| Name: <u>Lisa Wright Jenkins</u> | Title: <u>President/CEO</u> |
| Signature:  | |
| Phone: <u>714-479-0107</u> | E-mail address: <u>lwjenkins@coasc.org</u> |
| Mailing Address(if different): | |
| Fiscal Documentation, Monthly Reimbursement Reports, Audits | |
| Name: <u>Valerie Usher</u> | Title: <u>CFO</u> |
| Signature:  | |
| Phone: <u>714-648-0892</u> | E-mail address: <u>vusher@coasc.org</u> |
| Mailing Address(if different): | |
| Program Services, Program Reports | |
| Name: <u>Tamika Perry</u> | Title: <u>HICAP Program Manager, Riverside County</u> |
| Signature:  | |
| Phone: <u>909-758-5787</u> | E-mail address: <u>tperry@hicaprc.org</u> |
| Mailing Address(if different): | |
| <i>In the event of an emergency, RCOoA may contact Service Provider Board Chairperson:</i> | |
| Name: <u>Daryl YeeLitt</u> | |
| Phone #: <u>714-479-0107</u> | |
| Mailing: <u>2 Executive Circle, Suite 175 Irvine, CA 92614</u> | |
| Email: <u>dyeelitt@coasc.org</u> | |



SERVICE PROVIDER AGREEMENT



Please print four (4) copies of the Agreement, including all attachments and exhibits, review and approve by signing four (4) original signature pages. Please return all four (4) original signature pages and four (4) copies of the Agreement, including all attachments and exhibits, along with the approving Board of Director's meeting minutes, or similar.

Please obtain insurance documents (Exhibit D) and return all documents upon execution of this Agreement, to our office:

Riverside County Office on Aging
Attn: Contracts Division
P.O. Box 2099
Riverside, CA 92516

If you have any questions or concerns, please contact the Riverside County Office on Aging office at: (951) 867-3800 – Main

Or email: OOAContracts@rivco.org

FY 2020-21 Schedule of Important Dates

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

TERMS AND CONDITIONS

TABLE OF CONTENTS

Agreement Term.....Article I

Assurances & Certifications.....Article II

Certifications under Penalty of Perjury

- A. Labor Board Relations
- B. Air or Water Pollution Violation
- C. Law, Policy and Procedure, Licenses, and Certificates
- D. Non-Discrimination
- E. Drug-Free Workplace Certification
- F. Lobbying Certification
- G. S.W.A.G.
- H. Covenant Against Contingent Fees
- I. Debarment, Suspension, Other Responsibility Matters
- J. Payroll Taxes and Deductions
- K. Child Support Compliance Act
- L. Conflict of Interest

Definitions.....Article III

Agreement Administration.....Article IV

- A. Approval
- B. Revisions/Modifications
- C. Service Provisions
 - 1. Standards of Work
 - 2. Staff and Volunteers
 - 3. Training/Education
 - 4. Reporting Requirements
 - 5. Fiscal Year Closeout Report
 - 6. Interagency Coordination
 - 7. Grievances
 - 8. Monitoring, Assessment and Evaluation
 - 9. Disaster Planning
- E. Documents and Records
 - 1. General Requirements
 - 2. Record Retention
 - 3. Rights in Data
 - 4. Copyrights
- F. Information Integrity, and Security
- G. Access
- H. Audit

General Requirements.....Article V

- A. Property
- B. Facility Construction & Report (Title III Only)
- C. Agreements in Excess of \$100,000
- D. Hold Harmless/Indemnification
- E. Subcontractor Agreements
- F. Resolution of Language Conflicts/Severability/Dispute Resolution Process
- G. Notices
- H. Relationship of Parties
- I. Governing Law/Venue
- J. Assignment
- K. Entirety of Agreement

Termination.....Article VI

Article I. AGREEMENT TERM

The Agreement period of performance is set forth in section 2 of the signature page. No work shall commence before the effective date of the Agreement. Any work performed prior to the effective date of the Agreement is considered performed at risk and may not qualify for reimbursement or compensation. Service Provider agrees to comply with all requirements set forth herein. Reimbursement provisions are included in Attachment 1 to Exhibit B.

Article II. ASSURANCES AND CERTIFICATIONS

CERTIFICATIONS UNDER PENALTY OF PERJURY:

A. LABOR BOARD RELATIONS:

By signing this Agreement, Service Provider swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Service Provider's failure to comply with an order of a federal court which ordered Service Provider to comply with an order of the National Labor Relations Board.

B. AIR OR WATER POLLUTION VIOLATION:

By signing this Agreement, the Service Provider swears under penalty of perjury that the Service Provider is not:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. Determined to be in violation of provisions of federal law relating to air or water pollution.

C. LAW, POLICY AND PROCEDURE, LICENSES, AND CERTIFICATES

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

D. NON-DISCRIMINATION:

1. The Service Provider shall comply with all applicable State and federal statutes relating to nondiscrimination whether expressly set forth herein or not.
2. Service Provider shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
3. The Service Provider assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 USC Section 12101 et seq.).

4. Unless exempted, Service Provider assures compliance with the requirements of California Government Code section 11135 et seq., and Title 2 of the California Code of Regulations section 11140 et seq., which prohibits discrimination of recipients of State financial assistance against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR § 98323)
5. The Service Provider shall ensure compliance with the requirements of California Public Contract Code section 2010 by submitting a completed California Civil Rights Law Certification, prior to execution of this Agreement. The Certification is available at: <http://www.dgs.ca.gov/ols/Forms.aspx> The California Civil Rights Laws Certification ensures Service Provider compliance with the Unruh Civil Rights Act (Cal. Civ. Code section 51) and the Fair Employment and Housing Act (Cal. Gov. Code section 12960), and ensures that Service Provider internal policies are not used in violation of California Civil Rights Laws.
6. Unless specifically exempted, Service Provider assures compliance with California Government Code Section 12990 and California Code of Regulations, Title 2, Section 8103 in matters relating to reporting requirements and the development, implementation, and maintenance of a Nondiscrimination Program.
7. Service Provider agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave.
8. During the performance of this Agreement, Service Provider and its Subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Service Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Service Provider and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Service Provider shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Service Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Service Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
9. Benefits may not be denied to any individual who refuses to provide information with respect to citizenship or alien status unless such information is required by statute to determine eligibility for the benefit.
10. As part of the civil protections under Title VI, any Service Provider receiving federal funding may not exclude anyone otherwise eligible from receiving services because of limited proficiency in the English language; and Based on the Privacy Act of 1974, it is unlawful for any Federal, State, or local government to deny any individual a right, benefit, or privilege because that individual refuses to provide a Social Security number, unless disclosure of the Social Security number is required by Federal statute.

E. DRUG-FREE WORKPLACE CERTIFICATION:

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by California Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by California Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by California Government Code Section 8355(c), that every employee who works on behalf of this Agreement:
 - a. Will receive a copy of the Service Provider's drug-free policy statement, and
 - b. Will agree to abide by the terms of the Service Provider's statement as a condition of employment on the project or Award.

F. LOBBYING CERTIFICATION:

Service Provider certifies, to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the Service Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. S.W.A.G.

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

H. COVENANT AGAINST CONTINGENT FEES

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

I. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The Service Provider certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
2. Service Provider shall report immediately to RCOoA in writing any incidents of alleged fraud and/or abuse by either Service Provider or a subcontractor.
3. Service Provider shall maintain any and all records, documentation, or other evidence of fraud and abuse until otherwise notified by RCOoA.
4. Service Provider agrees to timely execute any and all amendments to this Agreement or other required documentation relating to a subcontractor's debarment/suspension status.

J. PAYROLL TAXES AND DEDUCTIONS:

The Service Provider shall promptly forward payroll taxes, insurances, and contributions, including the State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

K. CHILD SUPPORT COMPLIANCE ACT:

The Service Provider acknowledges in accordance with Public Contract Code 7110 that:

1. Child and family support obligations are important and the Service Provider shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
2. To the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

L. CONFLICT OF INTEREST:

1. The Service Provider shall prevent employees, consultants or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business or other ties. In the event that RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Service Provider's officers, agents or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.
3. RCOoA will not reimburse salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.

Article III. DEFINITIONS

- A. "Administrative" and/or "Administration" means the make-up of the Service Provider herein. The make-up of the Service Provider includes, but not limited to, the Service Provider's business licensure, Internal Revenue Services (IRS) status, Board of Directors and hierarchy organization, internal control policies/procedures/processes for all aspects of the Service Provider.
- B. "Agreement" means this Standard Agreement and all attachments and exhibits and any amendments thereto.
- C. "Budget" means the allowable and reimbursable costs which are necessary to deliver the service as identified in the awarded cost proposal and in Exhibit C-Budget and Payment. Budget details include salaries, direct and indirect costs identified in line item details and Administrative costs. Exhibit C provides the funding, Budget, and payment provisions.
- D. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- E. "Eligible Service Population for Title III B, C-1, C-2, & D" means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP) and older individuals residing in rural areas.
- F. "Eligible Service Population for Title III E" means an adult family member or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.
- G. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- H. "OAA" means Older Americans Act.
- I. "Priority Services for Title IIIB" means those services associated with access to services (outreach, transportation, information & assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

- J. "Priority Services for Title III E" means services provided to: (a) caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals), (b) older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities, or (c) family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
- K. "Program Requirements" means the service delivery requirements contained in this Agreement and the requirements found in the OAA (42 U.S.C.3001-3058); the Code of Federal Regulations (45 CFR 1321); the California Code of Regulations (22 CCR 7700 et seq.); and CDA Program Memoranda and RCOoA guidance; and California Retail Food Code (CRFC).
- L. "RCOoA" means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.
- M. "Service Provider" means the contracting party set forth in section 1 on the signature page awarded funds under this Agreement. Service provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions under this Agreement.
- N. "Service Recipient" also referred to as client, consumer, participant, means the eligible individual who is receiving Federally Funded Title III B, III C, III E Services through funding allocated by the State, and provided through this Agreement.
- O. "Services" means Titles III B, III C (C1&C2), III E, federally mandated and funded activities targeted for the senior population. Activities include: Personal Care, Homemaker Services, Adult Day Care, Respite (day care & In-home), Nutrition Services (Congregate & Home-Delivered), and Family Caregiver Support Program Services (FCPS). The FCPS categories are: Information Services, Access Assistance, Support Services Respite Care, Supplemental Services.
- P. "Subcontractor Agreement" means a written contractual arrangement between Service Provider and a subcontractor/vendor to carry out a portion of the services and supported with funding from this Agreement.

Article IV. AGREEMENT ADMINISTRATION

In accordance with Riverside County Ordinance 459, which includes the federal and State requirements for Procurement of Services, set forth in 45 CFR 92.36 and 22 CCR 7352, all elements of the Procurement Process including: Request for Proposal #OAARC-0019 -Coordinated Care Programs Older Americans Act: Title III, VII, & HICAP Services, Proposal submitted, Background, Program/Financial Evaluation, and Award, as facilitate by the Purchasing Department, the Title III and Title VII Older Adult Services competitive bid is awarded to Service Provider.

A. APPROVAL:

1. Service Provider shall be a nonprofit entity. For-profit entities require approval from CDA prior to RCOoA making an award. Service Provider shall be in good standing with the Secretary of State of California and shall maintain the status throughout the term of this Agreement. Failure to maintain good standing by the Service Provider shall result in suspension or termination of this Agreement with RCOoA until satisfactory status is restored.
2. Service Provider shall Submit written approval documentation for Board of Directors authorization to sign the Agreement which supports the service provisions, as proposed and negotiated, in response to the competitive bid for senior services.
3. Service Provider has no authority or approval to enter into any Agreement or incur obligations on behalf of RCOoA.
4. Technical guidance regarding any Term and/or Condition of this Agreement will be obtained from RCOoA.

B. REVISIONS/MODIFICATIONS:

1. Any revision or modification to this Agreement shall be memorialized in a written Amendment signed by the authorized representatives of both parties. No oral understanding or agreement is binding on either RCOoA or the Service Provider.
2. RCOoA may determine Service Provider is considered "high risk" as described in 45 CFR 74.14 for non-profits. Upon such determination, Service Provider will be notified in writing, of any special conditions, accommodations, limitations, or restrictions.

C. SERVICE PROVISIONS:

1. Standards of Work:

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

2. Staff and Volunteers:

- a. Maintain adequate staff, as required by governing federal, State laws and county requirements, to fulfill the service provision(s). The staffing requirements necessary for the successful delivery of services

are described in Exhibit A: Scope of Services and at rates and amounts identified in Exhibits B-Budget Allocation Summary, and Attachment 1 to Exhibit B-Budget & Reimbursement Provisions.

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

3. Training/Education:

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

4. Reporting Requirements:

- a. Service Provider will use Reporting Forms, along with other reporting measures, such as service data entry into the RCOoA information system, as described. Forms used for reporting will either be provided by RCOoA or developed by Service Provider and approved by RCOoA, as appropriate.
- b. Forms will be current, by periodically reviewing the contents for completeness, accuracy and relevancy of the information being collected. Updates to information collected such as service recipient information, demographic, program and/or financial information will be made as necessary. Changes made to RCOoA forms, will be communicated via electronic or written notice.
- c. Complete reports and back-up reporting documentation will be submitted, timely, as required or requested. Incomplete forms will be returned to the Service Provider for completion and will resubmit accordingly.
- d. The Monthly Financial Report of Expenditures/Request for Funds, along with other service and performance reports shall be submitted to RCOoA by the 10th working day of each month following the service month end. Service Provider may be required to enter referral, assessment, service and/or

client information into the information system used by RCOoA. Quarterly and/or annual reports will be submitted as required or requested.

- e. Additional reporting requirements, specific to the service being provided is included in the Exhibit A-Scope of Work. Additional fiscal reporting requirements are, identified in the Attachment 1 to Exhibit B.
- f. Reports may be submitted electronically or in the requested reporting format.
- g. RCOoA and Service Provider shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
- h. Failure to comply with Program and/or Fiscal reporting requirements will exclude Service Provider from eligibility to receive One-Time-Only funding, which is further, described in Attachment 1 to Exhibit B.

5. Fiscal Year Closeout Report:

- a. The Fiscal Year Closeout Report covering July 1 to June 30 is required to be submitted annually, no later than July 10 and signed by a designated Authorized Signatory.
- b. The final Fiscal Year Closeout Report shall include, but is not be limited to; actual accruals for any unpaid obligations; program expenditures and revenues, any corrections or adjustments necessary to bring the report into agreement with balanced general ledger; and adjustments for prepaid expenses to be partially credited to the current fiscal year and charged to the following fiscal year, such as insurance premiums.

6. Interagency Cooperation:

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

7. Grievances:

- a. Grievances are complaints, unresolved issues, negative interactions/results experienced with service and/or service delivery. Service Provider must establish and maintain a written grievance process for service recipients to resolve complaints of negative situations in the delivery of service. Efforts to resolve the grievance topic/situation will be made. At a minimum, the grievance process will include:
 - 1. How to file a grievance, which may include a form and where to file a complaint;
 - 2. Time frames of the grievance process for review, investigation and written response;
 - 3. A statement in the written response that if grievant is dissatisfied with the results of the review, the next step is to submit a written appeal to the RCOoA;
 - 4. Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law. The minimum necessary information relevant to the grievance may be released during the investigation, review and response.
- b. The grievance process shall be posted and accessible in visible areas, as well as delivered by person or mail to homebound service recipients.

- c. The grievance process and/or forms will be available in the primary languages of service participants who communicate in another language.
- d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the Service Provider area of expertise or authority.

8. Monitoring, Assessment and Evaluation:

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

a. Service Recipient:

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

b. Internal Procedures and Processes:

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

9. Disaster Planning:

As part of the area-wide disaster assistance planning, Service Provider shall:

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

E. DOCUMENTS & RECORDS:

1. General Requirements:

- a. Documents and records developed, utilized, and required for successful delivery of services through this Agreement will be made available for review, inspection, monitoring and/or audit at appropriate times during and/or after the Agreement ends.
- b. Documents and records necessary in the delivery of services funded through this Agreement, will be made available for inspection and audit by RCOoA and/or State authorized agents, at any time during normal business hours.
- c. A procedure to process requests for documents, records, confidential information or other information shall be maintained and may include notification to RCOoA of certain requests received and/or processed.
- d. Records and information requests from RCOoA shall be processed within 10 working days of the

request.

- e. Service Provider shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures and press releases.
- f. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
- g. Complete, auditable records of service delivery, expenditures and other information relating to the services provided will be maintained and retained.

2. Record Retention:

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

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

3. Rights in Data:

- a. The Service Provider shall not publish or transfer any materials, including "subject data" defined below, produced or resulting from activities supported by this Agreement without the express written consent of the CDA or RCOoA, as applicable. Consent shall be given or denied after the written request is received by the RCOoA. A copy of the material for review should be submitted with the request. This subsection is not intended to prohibit the Service Provider from sharing identifying client information as authorized by the service recipient, as allowed by law, or provide summary program information which is not client-specific and contains no confidential information.
- b. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment description, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial cost reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
- c. The State or RCOoA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.
- d. If Service Provider is given the express written consent of the CDA or RCOoA to publish materials, the published materials shall:
 - 1. State that, "The materials were a result of a project funded through RCOoA of CDA, as applicable";

2. Give the name of the entity, the address and telephone number at which the supporting data is available; and,
3. Include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA", and where applicable, "The publication may not be based upon or inclusive of all raw data."

4. Copyrights:

- a. If any material funded by this Agreement is subject to copyright, the State and/or RCOoA reserves the right to copyright such material and the Service Provider agrees not to copyright such material, except when granted permission.
- b. The Service Provider may request permission to copyright material by writing to the Director of RCOoA. The Director of RCOoA shall notify the Service Provider if it has been granted permission to copyright material or give the reason it has been denied permission to copyright material in writing.
- c. If the material is copyrighted with the consent of the State and/or RCOoA, the State and/or RCOoA 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.
- d. The Service Provider certifies that it has appropriate systems and controls in place to ensure funds provided for under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

F. INFORMATION INTEGRITY, AND SECURITY:

1. Information Assets:

- a. The Service Provider, and its Subcontractors/Vendors, shall have in place operational policies, 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., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the 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

2. Encryption of Computing Devices:

- a. The Service Provider, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored 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 portable

electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure:

- a. The Service Provider, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
- b. The Service Provider, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Service Provider, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Service Provider's obligations under this Agreement. The Service Provider and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
- e. The Service Provider and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than RCOoA or CDA without prior written authorization from RCOoA or CDA. The Service Provider may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Service Provider, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Service Provider accept such blanket authorization from any participant.

4. Security Awareness Training:

1. The Service Provider's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- b. The Service Provider must maintain certificates of completion on file and provide them to CDA upon request.

5. Health Insurance Portability and Accountability Act (HIPAA):

- a. The Service Provider agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement:

- a. The Service Provider shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Service Provider is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

7. Security Incident Reporting:

- a. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Service Provider, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

8. Security Breach Notifications:

- a. Notice must be given by the Service Provider, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance:

- a. The Service Provider, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

10. Electronic Backups

- a. The Service Provider, and its Subcontractors/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. The Service Provider, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

11. The provisions contained in this section shall be included in all contracts of both the Service Provider and its Subcontractors/Vendors.

G. ACCESS:

1. The Service Provider shall provide access to any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representatives to any books, documents, papers, and records of the Service Provider or a Subcontractor which are directly pertinent to this specific Agreement to review or copy for the purpose of making an audit, examination, excerpts, and transcriptions. Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
2. The Service Provider shall permit any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representative access to its premises and/or facility(ies), upon reasonable notice, during normal business hours to determine Service Provider's conformity with this Agreement.
3. The Service Provider shall include these requirement in its subcontracts.

H. AUDIT:

1. If Service Provider expends \$750,000 or more in federal funds annually, it shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: 1. Performed timely—within 30 days after the receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; 2. Properly procured—use procurement standards provided for in OMB Circular 133 and provide maximum opportunities to small and minority audit firms; 3. Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; 4. All inclusive—includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the Agreements; and the schedule of findings and questioned costs; and 5. All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:
Riverside County Office on Aging
Attn: Fiscal Division
P.O. Box 2099
Riverside, CA 92516
2. A Service Provider expending less than \$750,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection. 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be received at RCOoA within 90 days after the end of the fiscal year. Should Service Provider not be able to submit this audit with the time requested, an extension must be obtained in advance from RCOoA.
3. Service Provider assures RCOoA that all subcontractors are audited as required by State and federal law.
4. Service Provider shall be required to include in its contracts with the auditors selected by Service Provider that the auditors will comply with all applicable audit requirements/standards. Service Provider shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Service Provider performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued and how findings were resolved.
5. The audit timeframe shall include the period of performance of this Agreement. If Service Provider is not on the same fiscal year (July 1-June 30) as RCOoA, a reconciliation and supplementary information, prepared by the same certified public accountant, who performed the audit, so accounts can be reconciled to the Agreement. Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.
6. RCOoA shall have access to all audit reports and supporting work papers of the Service Provider and subcontractors.
7. Where the Service Provider engages an independent auditor, the Service Provider shall provide a clause for permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. Maintaining such independent audit records shall be for a period of three (3) years after final payment under the Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer

8. The Service Provider shall cooperate with and participate in any audit or review which may be required by RCOoA.
9. Failure to comply with Audit requirements will exclude Service Provider from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.
10. Authorized RCOoA representatives have the right to monitor, assess, and evaluate the Service Provider's Administrative, fiscal, and program performance controls. Monitoring, assessment, and evaluation may include, but is not limited to, Administrative, fiscal and program processes, policies, audits, inspections of service(s) premises, inspection of food preparation sites, interviews of project staff, and participants.
11. Service Provider shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any Administrative program and fiscal staff, available during any audit review.
12. Service Provider shall, upon request, make available client participation records and fiscal records which confirm all data contained in Monthly Performance and Monthly Financial Report (MFR). Service Provider is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a CDA audit of RCOoA has been completed and an audit resolution has been issued. The information shall be maintained in an organized manner.

Article V. GENERAL REQUIREMENTS

A. PROPERTY:

1. Unless otherwise provided for in this section, property refers to all assets used in operation of this Agreement.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
 - a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Additions, improvements, and betterments to assets meeting all of the conditions in paragraph 2 above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
4. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to

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

5. The Service Provider shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in paragraph 2 above, and submit to RCOoA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Service Provider or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the RCOoA. The Service Provider shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024). The Service Provider shall record, at minimum, the following information when property is acquired:
 - a. Date acquired.
 - b. Item description (include model number).
 - c. CDA tag number.
 - d. Serial number (if applicable).
 - e. Purchase cost or other basis of valuation.
 - f. Fund source
6. **Disposal of Property:**
 - a. Prior to disposal of any property purchased by the Service Provider or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Service Provider must obtain approval from RCOoA for all reportable property as defined in paragraph 2 of this section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from RCOoA. The Service Provider shall submit to RCOoA a Request to Dispose of Property (CDA 248). RCOoA will then instruct the Service Provider on disposition of the property. Once approval for disposal has been received from RCOoA and the Service Provider has reported to RCOoA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Service Provider's inventory report.
 - b. The Service Provider must remove all confidential, sensitive, or personal information from 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, cell or smart phones, multi-function printers, and laptops.
7. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Service Provider shall promptly notify RCOoA.
8. The State reserves title to all 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 the parties.
9. The Service Provider shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Service Provider has complied with all written instructions from RCOoA regarding the final disposition of the property.
10. In the event of the Service Provider's dissolution or upon termination of this Agreement, the Service Provider shall provide a final property inventory to RCOoA. RCOoA reserves the right to require the Service Provider to transfer such property to another entity, or to the RCOoA.
11. To exercise the above right, after termination of this Agreement or notification of the Service Provider's dissolution, RCOoA will issue specific written disposition instructions to the Service Provider.
12. The Service Provider shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Service Provider shall use it, if needed, and with written approval of RCOoA for other purposes in this order:
 - a. For another CDA program providing the same or similar service.

- b. For another CDA-funded program.
- 13. The Service Provider may share use of the property and equipment or allow use by other programs, upon written approval from RCOoA. As a condition of the approval, RCOoA may require reimbursement under this Agreement for its use.
- 14. The Service Provider or subcontractors shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately-owned business entity. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- 15. The Service Provider shall include the provisions contained in this section in all its subcontracts awarded under this Agreement.

B. FACILITY CONSTRUCTION OR REPAIR (TITLE III ONLY)

- 1. This section applies only to Title III funds. Title III funds may be used for facility construction or repair. When applicable for purposes of construction or repair of facilities, Service Provider shall comply with the provisions contained in the following provisions and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR 60]
- 2. Service Provider shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by RCOoA or CDA (if applicable).
- 3. When funding is provided for construction and non-construction activities, the Service Provider must obtain prior written approval from RCOoA or CDA (if applicable) before making any fund or budget transfers between construction and non-construction.

C. AGREEMENTS IN EXCESS OF \$100,000

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

- 1. Clean Air Act, as amended. [42 USC 7401]
- 2. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
- 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- 5. Unruh Civil Rights Act [Cal. Pub. Con. Code §2010]

D. HOLD HARMLESS/INDEMNIFICATION:

Service Provider shall indemnify and hold harmless the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "County Indemnitees") from any liability, action, claim, or damage whatsoever, based or asserted upon any services 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 or any other element of any kind or nature. Service Provider shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or

awards) in any claim or action based upon such acts, omissions or services. With respect to any action or claim subject to indemnification herein by Service Provider, Service Provider shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCOoA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Service Provider's indemnification to County Indemnitees as set forth herein. Service Provider's obligation hereunder shall be satisfied when Service Provider has provided to RCOoA the appropriate form of dismissal relieving RCOoA from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Service Provider's obligations to indemnify and hold harmless County Indemnitees herein from third party claims.

E. SUBCONTRACTOR AGREEMENTS:

1. Service Provider shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists, Service Provider shall follow the procurement requirements applicable to the relationship. Before Service Provider enters into a subcontract with a for-profit organization, it shall obtain the approval of RCOoA.
2. Service Provider shall include the Assurances and Certifications in the award documents in all subcontracts. In addition, Subcontractor Agreements shall contain language of this Agreement and require the subcontractors 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 shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
4. Any subcontracting private entity shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Service Provider until satisfactory status is restored.
5. Service Provider is responsible for subcontractor responsibilities and will ensure the service deliverables are being met to fulfill all of the obligations of this Agreement.
6. Copies of Subcontractor Agreements, interagency cooperation arrangements, Memorandums and/or Letters of Understanding shall be maintained and available to RCOoA for review upon request.
7. Service Provider shall monitor subcontractor(s) to ensure compliance with the service provisions and other requirements included in this Agreement, including insurance requirements.
8. Notification of any changes to subcontractors or subcontracted services shall be sent to RCOoA.
9. Agreement funds shall not be obligated for services beyond the ending date of this Agreement.

F. RESOLUTION OF LANGUAGE CONFLICTS/SEVERABILITY/DISPUTE RESOLUTION PROCESS:

1. The Agreement and any other applicable program requirements have the following order of precedence, if there is any conflict in what they require:
 - a. The Older Americans Act and other applicable federal statutes and their implementing regulations.
 - b. If applicable, the Older Californians Act and other California State codes and regulations.
 - c. Standard Agreement AP-2021-21 between RCOoA and CDA, including all exhibits and any amendments thereto.
 - d. This Agreement, including all exhibits and any amendments thereto.
 - e. Any other documents incorporated herein by reference.
 - f. Program memos and other guidance issued by CDA and RCOoA.

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 shall remain in full force and effect.
3. In the event of a dispute or grievance arising under 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. The decision of the RCOoA Director shall be final and the Service Provider has no right of appeal to CDA. The Service Provider shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
 - b. Contract resolution must occur within 15 months of the contract closeout.

G. Notices:

1. Any notice required by this Agreement or by law is considered given when delivered in person or by mail (registered/certified, overnight, postage prepaid, return receipt requested) with a trackable delivery.
2. Notices delivered in person or by mail, as described above will be addressed as follows:

RCOoA
Riverside County Office on Aging
Attention: Contracts Division
P.O. Box 2099
Riverside, CA 92516

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

H. Relationship of Parties:

The Service Provider is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of RCOoA. It is expressly understood and agreed that the Service Provider (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which RCOoA employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Service Provider shall hold RCOoA harmless from any and all claims that may be made against RCOoA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

I. Governing Law/Venue:

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of

venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. Assignment:

Service Provider shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of RCOoA. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

K. Entirety of Agreement:

This Agreement, including any attachments or exhibits or documents incorporated herein, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

Article VI. TERMINATION

- A. This Agreement may be terminated by either party, in whole or in part, without cause, at any time during the Agreement period of performance, upon sixty (60) days prior written notice to the other party.
- B. RCOoA may terminate, in whole or in part, for cause this Agreement and RCOoA shall be relieved of the payment of any consideration to the Service Provider. Termination for cause shall be effective thirty (30) days from the delivery of the notice of termination unless the grounds for termination are due to threat to life, health or safety of the public, and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include, but are not limited to, the following:
1. A violation of the law or failure to comply with any condition of this Agreement;
 2. Inadequate 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 an unsatisfactory financial condition as determined by RCOoA, as to endanger performance of this Agreement, which includes the loss of other funding sources;
 5. Delinquency in payment of taxes or payment of costs for 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 or the 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.

- C. RCOoA shall provide a 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.
- D. After receipt of a Notice of Termination, Service Provider shall 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.
- E. After receipt of a Notice of Termination, Service Provider shall (1) stop work as specified in the notice of termination, (2) place no further orders or subcontracts for materials, services or facilities, except as may be necessary to complete the continued portion of the Agreement, (3) terminate all subcontracts to the extent they related to the work terminated, and (4) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- F. 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
Fiscal Year 2020-21
October 1, 2020 through June 30, 2021



COUNCIL ON AGING – SOUTHERN CALIFORNIA, INC.

**HICAP (Health Insurance Counseling and Advocacy Program)
MIPPA (Medicare Improvement for Patients and Providers Act)
SHIP (State Health Insurance Plan)
California Coordinated Care Initiative/FA (Financial Alignment)**

I. GENERAL PROGRAM REQUIREMENTS:

In 1996 legislation, AB 2800--Chapter 1097, known as the Mello-Granlund Older Californians Act, replaced the former codes with updated statutes - Welfare and Institutions Code, Section 9541. The Legislature, in adopting this law, declared that the purpose of the HICAP is to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy regarding Medicare, private health insurance, and related health care coverage plans, on a statewide basis, while preserving the integrity of service.

The HICAP is governed by federal statutes and Acts, State laws, regulations, and by Program Manuals issued and periodically updated by the California Department of Aging and disseminated by the Office on Aging. Federal guidelines emanate from the annual grant renewal process of the Centers for Medicaid and Medicare Services (CMS). State law is contained in W&I Code, Section 9541 and sections of the Older Californians Act. Administrative, operational, and training standards can be found in the HICAP Program regulations, the HICAP Program Manual, and the HICAP Field Training Handbook.

II. SCOPE OF SERVICES:

- A. Services will be provided as required by regulations, described in the awarded proposal and as stated herein.
- B. HICAP services will include delivering a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance and related health care coverage plans for the purpose of preserving service integrity on a statewide basis.
- C. SHIP services will offer one-on-one support counseling and assistance to people with Medicare and their families through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions public education presentations and programs, and media activities.
- D. Have available and conduct training, to counselors and volunteers, the latest information regarding

outreach to the various communities as well as in Inyo/Mono Counties, regarding the various health plans available to the target population.

- E. Service Provider must use a referral and intake form(s) provided by CDA or approved by Riverside County Office on Aging (RCOoA), for each new client served, and take appropriate measures to provide, refer, or coordinate the necessary services as warranted by the intake form. A copy of this form must be maintained on file and made available for review. The RCOoA Intake Form can be found at www.rcaging.org or by contacting RCOoA.
- F. Service Provider will coordinate program services, as appropriate, with other senior service(s) providers in the community, i.e., transportation, housing, health providers, churches, civic groups, etc. near the client or will otherwise refer an individual to the RCOoA for further assessment and information and resources.
- G. A Standard HICAP work week of when business is open shall be five (5) days a week, Monday through Friday, at least 9 a.m. to 4 p.m., except holidays. During these times individuals seeking service shall be served, as appropriate.
- H. Telephone access by the public shall be during normal business hours, Monday through Friday, 9 a.m. through 4 p.m. In the even that clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and return telephone number with an answering service or answering machine. Messages will be returned within two (2) business days.

III. TARGET POPULATION:

The Eligible Service Population for Title IIIB includes a Riverside County, Inyo or Mono County resident, who is an adult family member, or another individual, who is an informal provider of in-home community care to an older individual; an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction; or grandparents or older individuals, who are relative caregivers caring for children with severe disabilities.¹

The Eligible Service Population for HICAP funding includes Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility², and the public at large to receive HICAP community education services.³

The Priority Eligible Service Population includes the eligible service population who are in the greatest financial and social need and/or are limited with the English language.

IV. TARGET SERVICE AREA(s) (SA):

- A. HICAP services will be offered to the target population in Riverside County Service Areas (SAs) 1-11 (SA 1-11), as well as PSA 16 (Inyo and Mono Counties) and will be administered from the Inland Empire regional Office located in Rancho Cucamonga, with multiple points of service delivery throughout the service area, including partner agency locations in Riverside County. The HICAP will target the following SAs:

¹[OOA §302 (3)]

²[W&I§9541(A),(C)(2)]

³[WIC §(C)(1), (C)(4)-(6)]

Service Provider will outreach to serve and/or involve members of target population groups appropriate HICAP services will be provided to clients residing in the County of Riverside (PSA 21) and Counties of Inyo and Mono, also known as Eastern Sierra Area Agency on Aging for Planning and Service Area 16 (PSA 16).

SA1: Corona/Norco/Eastvale; Coronita, El Cerrito, Home Gardens, Mira Loma, Temescal Valley, Lake Mathews

SA2: Riverside/Jurupa Valley; El Sobrante, Glen Avon, Highgrove, Pedley, Rubidoux

SA3: Moreno Valley/Perris; Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview

SA4: Menifee/Winchester/Lake Elsinore; Homeland, Canyon Lake, Romoland, Warm Springs, Sun City, Quail Valley, Lakeland Village

SA5: Murrieta/Temecula/Wildomar; Aguanga, Anza, French Valley, Lake Riverside

SA6: Banning/Beaumont/Calimesa; Cabazon, Cherry Valley

SA7: Hemet/San Jacinto; East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista

SA8: Desert Hot Springs/Palm Springs/Cathedral City; Desert Edge, Garnet, Sky Valley, Thousand Palms, Whitewater

SA9: Rancho Mirage/Palm Desert/Indian Wells; Desert Palms

SA10: La Quinta/Indio/Coachella; Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Vista Santa Rosa

SA11: Blythe; Desert Center, Ripley, Mesa Verde

- B. Service Provider will outreach to serve and/or involve members of the target population in the delivery of service, as appropriate.

V. SERVICE AND SERVICE OBJECTIVES:

- A. Ensure statutory provisions of the HICAP (W&I Code, Section 9541) are met and services provided in accordance with all applicable law, regulations, and the HICAP Program Manual as issued by the California Department on Aging (CDA) and in any other subsequent program memos, provider bulletins or similar instruction issued.
- B. Maintain and distribute the most current HICAP Program Manual and related Department requirements so that all HICAP Counselors and responsible persons have ready access to standards, policies, and procedures. Additionally, all Counselors shall be provided the latest HICAP Counselor Handbook.
- C. Provide notice within five (5) days to RCOoA of any changes to the program or changes in the status of Service Provider that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.

- D. Submit the name of the HICAP Program Manager to RCOoA within twenty-five (25) days of initial employment.
- E. Recruit and maintain a strong, well-trained and registered health insurance counselors, including a large contingent of volunteer Counselors, Long-Term Care Counselors, Long Term Care Community Educators designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
- F. Provide a disclosure statement to clients needing counseling prior to beginning the counseling services, as prescribed by CDA in the HICAP Program Manual.
- G. Provide a community education campaign designed to inform the public about Medicare, Medicare Supplement and long-term care insurance options, Medicare Advantage plans and related health care plans, and insurance topics.
- H. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Manual.
- I. The Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences conducted each fiscal year.
- J. Program information and support documentation shall be submitted as instructed for the development of reports. Enter data into the State HICAP Automated Reporting Program (SHARP) in accordance with CDA. Data must be timely, complete, accurate, and verifiable.
- K. Provide timely input to the State HICAP Office of any required reports.
- L. Maintain the minimum performance requirements as stated in the current and approved Area Plan Service Unit Plan (SUP). Program will be notified of new performance new performance requirements through RCOoA or CDA Program Memo.
- M. Ensure processes are in place to provide program evaluation and quality assurance, such as client satisfaction surveys and questionnaires.
- N. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans. Legal services shall comply with the following:
 - 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
 - 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans.
 - 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans.

4. HICAP legal representation service shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for a referral.
5. The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.



Riverside County Office on Aging

Exhibit B: Service Provider Budget Allocation Summary



Fiscal Year 2020-21
 October 1, 2020 to June 30, 2021
 COUNCIL ON AGING - SOUTHERN CALIFORNIA, INC.
 HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

| Project Grant | Funded Program | Funding Source | Reimbursement Rate | CFDA # | Funding Federal | State Funding | County Funding | RCOoA Maximum Obligation |
|---------------|-----------------------|---------------------|--------------------|--------|--|---------------|----------------|--------------------------|
| OA51098FY21A | HICAP - SHIP | Federal (9 month)* | Actual Cost | 93.324 | \$52,054 | | | \$52,054 |
| OA51098FY21B | HICAP - SHIP | Federal (3 month)** | Actual Cost | 93.324 | | \$32,388 | | \$32,388 |
| OA51056FY21 | HICAP - Reimbursement | State | Actual Cost | N/A | | \$123,256 | | \$123,256 |
| OA51091FY21 | HICAP | State | Actual Cost | N/A | | \$61,598 | | \$61,598 |
| OA51040FY21B | Financial Alignment** | Federal | Actual Cost | 93.626 | \$27,228 | | | \$27,228 |
| OA51032FY21 | MIPPA - SHIP | Federal (3 month)* | Actual Cost | 93.071 | | | | \$0 |
| OA51030FY21 | MIPPA - SHIP | Federal (9 month)** | Actual Cost | 93.071 | \$39,670 | | | \$39,670 |
| | | | | | FY 2020-21 INITIAL ALLOCATION TOTAL | | | \$336,194 |
| | | | | | FY 2020-21 MAXIMUM OBLIGATION TOTAL | | | \$336,194 |

* 9 month funds available October through March

** 3 month funds available April through June



ATTACHMENT 1 TO EXHIBIT B: BUDGET & REIMBURSEMENT PROVISIONS



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

A. BUDGET AND BUDGET REVISION

1. The Service Provider will be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Attachment and shall not be entitled to payment for these expenses until this Agreement is approved and executed by the County of Riverside. The approved Budget is included as Attachment C: Service Provider Budget Detail. The Service Provider Budget Detail identifies budget appropriation categories and line item reimbursable costs; including unit rates, quantity and totals associated with delivering services under this Agreement. The Service Provider Budget Detail includes, at a minimum, the following appropriations (budget categories) & line items, as reimbursable and allowable, under this Agreement:
 - a. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b. Fringe Benefits.
 - c. Agreement Costs – subcontract and consultant cost detail.
 - d. Indirect Costs.
 - e. Rent – specify square footage and rate.
 - f. Supplies.
 - g. Equipment – detailed descriptions and unit costs.
 - h. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - i. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 - j. Other Costs – a detailed list of other operating expenses.
2. The Service Provider shall ensure that any Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section 1. above.
3. The Service Provider may transfer Agreement funds between line items under the following terms and conditions:
 - a. The Service Provider may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Service Provider shall not transfer funds designated for programs into administration line items.
 - b. The Service Provider shall submit a revised budget to RCOoA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
 - c. The Service Provider shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall be available to RCOoA upon request and shall be maintained in the same manner as all other financial records.
 - d. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the Agreement, and shall not include allocation transfers.

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 or appropriation of State and/or federal funds.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State 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 the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
3. No legal liability on the part of RCOoA for any payment may arise under this Agreement until funds are made available.

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

1. OTO funds are non-transferable between funding sources and can only be used in the program in which they were accrued.
2. Titles III and VII Program OTO funds shall only be used 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 caregivers to maintain the eligible service population in a home environment, as approved by RCOoA.
 - c. Innovative pilot projects, approved by CDA/RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53 (a)(b).
 - d. OTO funds may be used to maintain or increase baseline services, with RCOoA approval. However, programs funded with OTO funds shall not exceed OTO funding beyond the current fiscal year in which OTO funds are awarded.
3. Nutrition Services Incentive Program (NSIP) are OTO funds used to purchase food only in the Elderly Nutrition Programs.

D. Matching Requirements & Contributions:

1. "Matching Contributions" means the cash value and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Agreement funding.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Service Provider or a subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
2. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
3. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
4. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
5. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
6. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
7. Matching contributions generated in excess of the minimum required are considered overmatch.
8. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
9. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

10. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
11. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

E. Program Income:

1. "Program Income" means revenue generated by the Service Provider or the subcontractor from Agreement-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - 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.
2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
3. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 3).
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Agreement period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

F. Expenditure of Funds:

1. The Service Provider shall expend and justify all funds received, as described in Attachment C: Service Provider Budget Detail.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Service Provider from paying any differences in costs, from funds other than those provided by RCOoA, between CalHR rates and any rates the Service Provider is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from RCOoA. [SCM 3.17.2.A(4)]

The Service Provider agrees to include these requirements in all agreements it enters into with subcontractors to provide services pursuant to this Agreement.

3. RCOoA reserves the right to refuse payment to the Service Provider or disallow costs for any expenditure, as determined by RCOoA to be out of compliance with this Agreement, 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. [2 CFR 200] [45 CFR 75]

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 an amendment to Service Provider to reflect the reduced funding for this Agreement.
2. In the event that RCOoA elects to offer an amendment, it shall be mutually understood by both parties that RCOoA in its sole discretion shall determine the amount that this 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 Exhibit A or if spending pattern indicates the Service Provider will have unexpended funding at the end of the Agreement period of performance. RCOoA will be the sole determinant of all reduction of 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 by RCOoA, the Service Provider shall be compensated by RCOoA for completed services rendered prior to termination, subject to availability of funds, allowability of costs and audit verification.

I. Increase of Funds:

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

J. Supplanting Funds:

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

K. Acknowledging RCOoA Funding:

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

L. Interest Earned:

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RCOoA. Interest amounts up to \$500 per year may be retained by the Service Provider and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305 (b)(8)] [45 CFR 75.305(b)(8)]
3. The Service Provider must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - 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.
 - 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.

d. A foreign government or banking system prohibits or precludes interest bearing accounts.

M. Indirect Costs:

1. The maximum allowable reimbursement for indirect costs is ten percent (10%) of Service Provider's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
2. Service Provider requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Service Providers must received prior approval from RCOoA prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on building, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

N. Financial Management Systems:

1. Service Provider shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:
 - a. Financial Reporting.
 - b. Accounting Records.
 - c. Complete Disclosure.
 - d. Source Documentation.
 - e. Internal Control.
 - f. Budgetary Control.
 - g. Cash Management (written procedures).
 - h. Allowable Costs (written procedures).
2. RCOoA may require financial reports more frequently and/or with more detail, upon written notice to the Service Provider, until such time as RCOoA determines that the financial management standards are met.

O. Unexpended Funds:

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

PAYMENT

A. Advance Payments:

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

B. Monthly Reimbursement Payments:

1. The Service Provider shall request payment monthly, on a reimbursement basis, and in arrears for actual expenses incurred, less any amount applied against the advance, beginning with the October expenditure report.
2. The Service Provider shall submit a Monthly Financial Report/Request for Funds (MFR) to be received at RCOoA by the 10th working day of each subsequent month.

C. **Accruals:**

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

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
 Exhibit C3: HICAP-Fund
 Fiscal Year 2020-21

Oct 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Contractor: Council on Aging-Southern California
 Program and Service: HICAP-FUND
 Vendor #: 209174

Date: 10/01/2020

| DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|--|----------------|---------------|----|
| RCOoA Award Amounts: | | | |
| 11 Federal & State | HICAP-Fund | 61,598 | |
| 12 Federal & State OTO | | | |
| 13 Other Award (IFS *) | | | |
| 14 Other Award (IFS *) | | | |
| 15 Other Award (IFS *) | | | |
| 16 Total RCOoA Award Amounts | | 61,598 | OK |
| 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 | OK |
| Match Cash (From non-Federal sources): | | | |
| 23 Donations NOT from Program Participants | | | |
| 24 Fundraising Events | | | |
| 25 Proceeds from Sale of Property / Equipment | | | |
| 26 Service Fees Income (Non-RCOoA units) | | | |
| 27 Other Match Cash (IFS *) | | | |
| 28 Total Match Cash | | 0 | OK |
| Match Third-Party In-Kind: | | | |
| 30 Volunteer Services | | | |
| 31 Donated Materials / Space | | | |
| 32 Other Match Third-Party In-Kind (IFS *) | | | |
| 33 Other Match Third-Party In-Kind (IFS *) | | | |
| 34 Total Match Third-Party In-Kind | | 0 | OK |
| 36 Total Program Resources | | 61,598 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|------------------|------|---------|----------|
| Minimum Required Match | Title IIIB, IIIC | 10% | 6,844 | 0 |
| Minimum Required Match | Title IIIE | 25% | 20,533 | 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: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2020-21

Oct 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor:
Program and Service:
Vendor #:

Council on Aging-Southern California
HICAP-FUND
209174

Date: 10/01/2020

| Budget Line Items | Total Cost | Program Inc | Cash Match | In-Kind Match | Total RCOA |
|--|---------------|-------------|------------|---------------|---------------|
| Paid Personnel | | | | | |
| 11 Total Salaries / Wages | 49,544 | | | | 49,544 |
| 12 Payroll Taxes | 3,790 | | | | 3,790 |
| 13 Workers' Compensation | 2,180 | | | | 2,180 |
| 14 Other Benefits | 6,084 | | | | 6,084 |
| 15 Total Paid Personnel | 61,598 | 0 | 0 | | 61,598 |
| 16 Third-Party In-Kind Personnel | 0 | | | | 0 |
| 17 Total Personnel | 61,598 | 0 | 0 | 0 | 61,598 |
| 18 Travel & Training * | 0 | | | | 0 |
| Equipment | | | | | |
| 20 Expendable Equipment (unit cost of < \$500) | | | | | 0 |
| 21 Non-Expendable Equipment (unit cost ≥ \$500) | | | | | 0 |
| 22 Total Equipment | 0 | 0 | 0 | 0 | 0 |
| 23 Catered Food | | | | | 0 |
| 24 Raw Food | | | | | 0 |
| 25 Consultants * | | | | | 0 |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 28 Lease / Rent * | 0 | | | | 0 |
| 29 Utilities * Telephone | 0 | | | | 0 |
| 30 Office Expense (Supplies/Postage) * | 0 | | | | 0 |
| 31 Vehicle Operations and Maintenance * | 0 | | | | 0 |
| 32 Outside Services * | 0 | | | | 0 |
| 33 Advertising * | 0 | | | | 0 |
| 34 Audit * ** | 0 | | | | 0 |
| 35 Volunteer Expense * | 0 | | | | 0 |
| 36 Insurance * | 0 | | | | 0 |
| 37 Misc: Printing of Collaterals * | 0 | | | | 0 |
| 38 Miscellaneous * | 0 | | | | 0 |
| 39 Total Other Direct Expenses | 0 | 0 | 0 | 0 | 0 |
| 40 Indirect Costs (Maximum 9% of Total) * | | | | | 0 |
| 41 Total Program Costs | 61,598 | 0 | 0 | 0 | 61,598 |

OK OK OK OK OK

* Requires explanation

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

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

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

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

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Explanations
Fiscal Year 2020-21

Original:
Revision:
OTO:

Oct 1, 2020 to June 30, 2021

Contractor:
Program and Service:
Vendor #:

Date: 10/01/2020

| Budget Line Items | Line # | Total RCOoA | Explanation |
|--|--------|-------------|-------------|
| Travel & Training * | 18 | | |
| Consultants * | 25 | | |
| Lease / Rent * | 28 | | |
| Advertising * | 29 | | |
| Office Expense * | 30 | | |
| Vehicle Operations and Maintenance * | 31 | | |
| Outside Services * | 32 | | |
| Accounting * | 33 | | |
| Audit * ** | 34 | | |
| Volunteer Expense * | 35 | | |
| Insurance * | 36 | | |
| Printing* | 37 | | |
| Miscellaneous * | 38 | | |
| Indirect Costs (Maximum 9% of Total) * | 40 | | |

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2020-21

**RIVERSIDE COUNTY
 OFFICE ON AGING**



Original: X
 Revision:
 OTO:

Contractor: Council on Aging-Southern California
 Program and Service: HICAP-FUND
 Vendor #: 209174

Date: 10/01/2020

Oct 1, 2020 to June 30, 2021

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Program Manager (1.0) | | 26.99 | 39 | 0 | Tamiko Perry |
| 2 | Community Education/Outreach Coordinator | 20.80 | 21.62 | 39 | 17,538 | Renato De Moraes |
| 3 | Staff Counselor- Low Income | | 17.00 | 39 | 0 | Jeannette Carillo |
| 4 | Latino Education/Outreach | 20.80 | 20.19 | 39 | 16,378 | Christine Gomez |
| 5 | Regional Comm Ed Outreach Specialist | | 17.00 | 39 | 0 | Jaimie Flippin |
| 6 | Operations Front Office-Staff Counselor | | 17.00 | 39 | 0 | Yolonda Burgos |
| 7 | Community Education/Outreach Specialist | | 17.00 | 39 | 0 | Linda Treggs |
| 8 | HICAP Recruitment Specialist | 10.50 | 17.00 | 39 | 6,962 | Stephanie Schmitz |
| 9 | Outreach/Coordinator | | 16.00 | 18 | 0 | TBD |
| 10 | Community Education/ Outreach Specialist | | 16.00 | 18 | 0 | TBD |
| 11 | | | | | 0 | |
| 12 | | | | | 0 | |
| | Total Salaries / Wages: Section A | | | | 40,878 | |
| | Total Salaries / Wages: Section B | | | | 8,666 | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | 0 | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 49,544 | |
| | Total Payroll Taxes | | | | 3,790 | |
| | Total Workers' Compensation | | | | 2,180 | |
| | Total Other Benefits | | | | 6,084 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 12,054 | |
| | TOTAL PAID PERSONNEL | | | | 61,598 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|---|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 13 | CEO/President (1.0) | 0.80 | 84.13 | 39 | 2,625 | |
| 14 | CFO (1.0) | 0.80 | 60.10 | 39 | 1,875 | |
| 15 | Accounting Manager (0.875) | 0.89 | 37.88 | 39 | 1,315 | |
| 16 | Accounting Assistant/AP (1) | 0.80 | 30.00 | 39 | 936 | |
| 17 | Receptionist (1.0) | 1.00 | 15.00 | 39 | 585 | |
| 18 | Marketing (0.80) | 0.90 | 37.88 | 39 | 1,330 | |
| 19 | Executive Assistant (1.0) | | | | 0 | |
| 20 | | | | | 0 | |
| 21 | | | | | 0 | |
| | Total Salaries / Wages: Section B | | | | 8,666 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|---|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 22 | | | | | 0 | |
| 23 | | | | | 0 | |
| 24 | | | | | 0 | |
| | Total Salaries / Wages: Section C | | | | 0 | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Exhibit C3: MIPPA
Fiscal Year 2020-21

Oct 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor: Council on Aging-Southern California
Program and Service: MIPPA
Vendor #: 209174

Date: 10/01/2020

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|---------------|----|
| | RCOoA Award Amounts: | | | |
| 11 | Federal & State | MIPPA | 39,670 | |
| 12 | Federal & State OTO | | | |
| 13 | Other Award (IFS *) | | | |
| 14 | Other Award (IFS *) | | | |
| 15 | Other Award (IFS *) | | | |
| 16 | Total RCOoA Award Amounts | | 39,670 | OK |
| | 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 | OK |
| | Match Cash (From non-Federal sources): | | | |
| 23 | Donations NOT from Program Participants | | | |
| 24 | Fundraising Events | | | |
| 25 | Proceeds from Sale of Property / Equipment | | | |
| 26 | Service Fees Income (Non-RCOoA units) | | | |
| 27 | Other Match Cash (IFS *) | | | |
| 28 | Total Match Cash | | 0 | OK |
| | Match Third-Party In-Kind: | | | |
| 30 | Volunteer Services | | | |
| 31 | Donated Materials / Space | | | |
| 32 | Other Match Third-Party In-Kind (IFS *) | | | |
| 33 | Other Match Third-Party In-Kind (IFS *) | | | |
| 34 | Total Match Third-Party In-Kind | | 0 | OK |
| 36 | Total Program Resources | | 39,670 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|------------------|------|---------|----------|
| Minimum Required Match | Title IIIB, IIIC | 10% | 4,408 | 0 |
| Minimum Required Match | Title IIIE | 25% | 13,223 | 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: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2020-21

Oct 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor: Council on Aging-Southern California
Program and Service: MIPPA
Vendor #: 209174

Date: 10/01/2020

| Budget Line Items | Total Cost | Program Inc | Cash Match | In-Kind Match | Total RCOoA |
|---|------------|-------------|------------|---------------|-------------|
| Paid Personnel | | | | | |
| 11 Total Salaries / Wages | 25,894 | | | | 25,894 |
| 12 Payroll Taxes | 1,981 | | | | 1,981 |
| 13 Workers' Compensation | 1,139 | | | | 1,139 |
| 14 Other Benefits | 1,549 | | | | 1,549 |
| 15 Total Paid Personnel | 30,563 | 0 | 0 | | 30,563 |
| 16 Third-Party In-Kind Personnel | 0 | | | | 0 |
| 17 Total Personnel | 30,563 | 0 | 0 | 0 | 30,563 |
| 18 Travel & Training * | 0 | | | | 0 |
| Equipment | | | | | |
| 20 Expendable Equipment (unit cost of < \$500) | | | | | 0 |
| 21 Non-Expendable Equipment (unit cost ≥ \$500) | | | | | 0 |
| 22 Total Equipment | 0 | 0 | 0 | 0 | 0 |
| 23 Catered Food | | | | | 0 |
| 24 Raw Food | | | | | 0 |
| 25 Consultants * | | | | | 0 |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 28 Lease / Rent * | 0 | | | | 0 |
| 29 Utilities * Telephone | 0 | | | | 0 |
| 30 Office/ Program Expense (Supplies/Postage) * | 1,000 | | | | 1,000 |
| 31 Vehicle Operations and Maintenance * | 0 | | | | 0 |
| 32 Outside Services * | 0 | | | | 0 |
| 33 Advertising * | 6,107 | | | | 6,107 |
| 34 Audit * ** | 0 | | | | 0 |
| 35 Volunteer Expense * | 0 | | | | 0 |
| 36 Insurance * | 0 | | | | 0 |
| 37 Misc: Printing of Collaterals * | 2,000 | | | | 2,000 |
| 38 Miscellaneous * | 0 | | | | 0 |
| 39 Total Other Direct Expenses | 9,107 | 0 | 0 | 0 | 9,107 |
| 40 Indirect Costs (Maximum 9% of Total) * | | | | | 0 |
| 41 Total Program Costs | 39,670 | 0 | 0 | 0 | 39,670 |

OK OK OK OK OK

* Requires explanation

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

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

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

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

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-21

RIVERSIDE COUNTY
 OFFICE ON AGING



Original:
 Revision:
 OTO:

Oct 1, 2020 to June 30, 2021

Date: 10/01/2020

Council on Aging-Southern California
 MIPPA
 209174

Contractor:
 Program and Service:
 Vendor #:

| Budget Line Items | Line # | Total RCOoA | Explanation |
|--|--------|-------------|---|
| Travel & Training * | 18 | | |
| Consultants * | 25 | | |
| Lease / Rent * | 28 | | |
| Utilities/Telephone* | 29 | | |
| Office Expense/Program expense * | 30 | 1,000 | Various office supplies/program expense |
| Vehicle Operations and Maintenance * | 31 | | |
| Outside Services * | 32 | | |
| Advertising* | 33 | 6,107 | Advertising for MIPPA |
| Audit * ** | 34 | | |
| Volunteer Expense * | 35 | | |
| Insurance * | 36 | | |
| Printing* | 37 | 2,000 | Printing material for MIPPA program |
| Miscellaneous * | 38 | | |
| Indirect Costs (Maximum 9% of Total) * | 40 | 0 | |

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2020-21

RIVERSIDE COUNTY
 OFFICE ON AGING



Original:

Revision:

OTO:

Date: 10/01/2020

Contractor: Council on Aging-Southern California
 Program and Service: MIPPA
 Vendor #: 209174

Oct 1, 2020 to June 30, 2021

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|--|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Program Manager (1.0) | | 26.99 | 39 | 0 | Tamiko Perry |
| 2 | Community Education/Outreach Coordinator | | 21.62 | 39 | 0 | Renato De Moraes |
| 3 | Staff Counselor- Low Income | 18.20 | 17.00 | 39 | 12,067 | Jeannette Carillo |
| 4 | Latino Education/Outreach | | 20.19 | 39 | 0 | Christine Gomez |
| 5 | Regional Comm Ed Outreach Specialist | | 17.00 | 39 | 0 | Jaimie Flippin |
| 6 | Operations Front Office-Staff Counselor | | 17.00 | 39 | 0 | Yolonda Burgos |
| 7 | Community Education/Outreach Specialist | | 17.00 | 39 | 0 | Linda Treggs |
| 8 | HICAP Recruitment Specialist | | 17.00 | 39 | 0 | Stephanie Schmitz |
| 9 | Outreach/Coordinator | 15.60 | 16.00 | 18 | 4,493 | TBD |
| 10 | Community Education/ Outreach Specialist | 15.60 | 16.00 | 18 | 4,493 | TBD |
| 11 | | | | | 0 | |
| 12 | | | | | 0 | |
| | Total Salaries / Wages: Section A | | | | 21,053 | |
| | Total Salaries / Wages: Section B | | | | 4,841 | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | 0 | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 25,894 | |
| | Total Payroll Taxes | | | | 1,981 | |
| | Total Workers' Compensation | | | | 1,139 | |
| | Total Other Benefits | | | | 1,549 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 4,669 | |
| | TOTAL PAID PERSONNEL | | | | 30,563 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 13 | CEO/President (1.0) | 0.40 | 84.13 | 39 | 1,313 | |
| 14 | CFO (1.0) | 0.50 | 60.10 | 39 | 1,172 | |
| 15 | Accounting Manager (0.875) | 0.50 | 37.88 | 39 | 739 | |
| 16 | Accounting Assistant/AP | 0.50 | 30.00 | 39 | 585 | |
| 17 | Receptionist (1.0) | 0.50 | 15.00 | 39 | 293 | |
| 18 | Marketing (0.80) | 0.50 | 37.88 | 39 | 739 | |
| 19 | Executive Assistant (1.0) | | | | 0 | |
| 20 | | | | | 0 | |
| 21 | | | | | 0 | |
| | Total Salaries / Wages: Section B | | | | 4,841 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 22 | | | | | 0 | |
| 23 | | | | | 0 | |
| 24 | | | | | 0 | |
| | Total Salaries / Wages: Section C | | | | 0 | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
Exhibit C3: HICAP-Reimbursement
Fiscal Year 2020-21

Oct 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor: Council on Aging-Southern California
Program and Service: HICAP-Reimbursement
Vendor #: 209174

Date: 10/01/2020

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|---------------------|----------------|-----------|
| | RCOoA Award Amounts: | | | |
| 11 | Federal & State | HICAP-Reimbursement | 123,256 | |
| 12 | Federal & State OTO | | | |
| 13 | Other Award (IFS *) | | | |
| 14 | Other Award (IFS *) | | | |
| 15 | Other Award (IFS *) | | | |
| 16 | Total RCOoA Award Amounts | | 123,256 | OK |
| 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 | OK |
| 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 | OK |
| 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 | OK |
| 36 | Total Program Resources | | 123,256 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|------------------|------|---------|----------|
| Minimum Required Match | Title IIIB, IIIC | 10% | 13,695 | 0 |
| Minimum Required Match | Title IIIE | 25% | 41,085 | 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: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2020-21

Oct 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor:
Program and Service:
Vendor #:

Council on Aging-Southern California
HICAP-Reimbursement
209174

Date: 10/01/2020

| Budget Line Items | Total Cost | Program Inc | Cash Match | In-Kind Match | Total RCOoA |
|--|----------------|-------------|------------|---------------|----------------|
| Paid Personnel | | | | | |
| 11 Total Salaries / Wages | 58,859 | | | | 58,859 |
| 12 Payroll Taxes | 4,503 | | | | 4,503 |
| 13 Workers' Compensation | 2,590 | | | | 2,590 |
| 14 Other Benefits | 5,320 | | | | 5,320 |
| 15 Total Paid Personnel | 71,272 | 0 | 0 | | 71,272 |
| 16 Third-Party In-Kind Personnel | 0 | | | | 0 |
| 17 Total Personnel | 71,272 | 0 | 0 | 0 | 71,272 |
| 18 Travel & Training * | 4,851 | | | | 4,851 |
| Equipment | | | | | |
| 20 Expendable Equipment (unit cost of < \$500) | | | | | 0 |
| 21 Non-Expendable Equipment (unit cost ≥ \$500) | 9,950 | | | | 9,950 |
| 22 Total Equipment | 9,950 | 0 | 0 | 0 | 9,950 |
| 23 Catered Food | | | | | 0 |
| 24 Raw Food | | | | | 0 |
| 25 Consultants * | | | | | 0 |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 28 Lease / Rent * | 21,000 | | | | 21,000 |
| 29 Utilities * Telephone | 9,000 | | | | 9,000 |
| 30 Office Expense (Supplies/Postage) * | 240 | | | | 240 |
| 31 Vehicle Operations and Maintenance * | 0 | | | | 0 |
| 32 Outside Services * | 0 | | | | 0 |
| 33 Lease expense * | 1,243 | | | | 1,243 |
| 34 Audit * ** | 4,000 | | | | 4,000 |
| 35 Volunteer Expense * | 1,000 | | | | 1,000 |
| 36 Insurance * | 0 | | | | 0 |
| 37 Misc: Printing of Collaterals * | 0 | | | | 0 |
| 38 Miscellaneous * | 700 | | | | 700 |
| 39 Total Other Direct Expenses | 37,183 | 0 | 0 | 0 | 37,183 |
| 40 Indirect Costs (Maximum 9% of Total) * | | | | | 0 |
| 41 Total Program Costs | 123,256 | 0 | 0 | 0 | 123,256 |

OK OK OK OK OK

* Requires explanation

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

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

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

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

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-21

RIVERSIDE COUNTY
OFFICE ON AGING



Original:
 Revision:
 OTO:

Oct 1, 2020 to June 30, 2021

Contractor: Council on Aging-Southern California
 Program and Service: HICAP-Reimbursement
 Vendor #: 209174

Date: 10/01/2020

| Budget Line Items | Line # | Total RCOoA | Explanation |
|--|--------|-------------|---|
| Travel & Training * | 18 | 4,851 | Mileage |
| Consultants * | 25 | | |
| Lease / Rent * | 28 | 21,000 | Rent |
| Utilities/Telephone* | 29 | 9,000 | Due to remote working- portion of Employees cell phone and internet expenses are included in this line item |
| Office Expense * | 30 | 240 | Various office supplies/program expense |
| Vehicle Operations and Maintenance * | 31 | | Maintenance for auto |
| Outside Services * | 32 | | IT Support |
| Lease expense* | 33 | 1,243 | Equipment lease expense (Printer, postage machine etc.) |
| Audit * ** | 34 | 4,000 | Audit fees |
| Volunteer Expense * | 35 | 1,000 | Volunteer Recognition , training and support |
| Insurance * | 36 | | |
| Printing* | 37 | | |
| Miscellaneous * | 38 | 700 | Postage/property taxes/Dues and subscription |
| Indirect Costs (Maximum 9% of Total) * | 40 | 0 | |

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY
OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Paid Personnel
Fiscal Year 2020-21

Original: X
Revision:
OTO:

Oct 1, 2020 to June 30, 2021

Date: 10/01/2020

Contractor: Council on Aging-Southern California
Program and Service: HICAP-Reimbursement
Vendor #: 209174

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|--|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Program Manager (1.0) | | 26.99 | 39 | 0 | Tamiko Perry |
| 2 | Community Education/Outreach Coordinator | | 21.62 | 39 | 0 | Renato De Moraes |
| 3 | Staff Counselor- Low Income | | 17.00 | 39 | 0 | Jeannette Carillo |
| 4 | Latino Education/Outreach | | 20.19 | 39 | 0 | Christine Gomez |
| 5 | Regional Comm Ed Outreach Specialist | 30.00 | 17.00 | 39 | 19,890 | Jaimie Flippin |
| 6 | Operations Front Office-Staff Counselor | 15.60 | 17.00 | 39 | 10,343 | Yolonda Burgos |
| 7 | Community Education/Outreach Specialist | 18.20 | 17.00 | 39 | 12,067 | Linda Treggs |
| 8 | HICAP Recruitment Specialist | 5.10 | 17.00 | 39 | 3,381 | Stephanie Schmitz |
| 9 | Outreach/Coordinator | | 16.00 | 18 | 0 | TBD |
| 10 | Community Education/ Outreach Specialist | | 16.00 | 18 | 0 | TBD |
| 11 | | | | | 0 | |
| 12 | | | | | 0 | |
| | Total Salaries / Wages: Section A | | | | 45,681 | |
| | Total Salaries / Wages: Section B | | | | 13,178 | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | 0 | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 58,859 | |
| | Total Payroll Taxes | | | | 4,503 | |
| | Total Workers' Compensation | | | | 2,590 | |
| | Total Other Benefits | | | | 5,320 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 12,413 | |
| | TOTAL PAID PERSONNEL | | | | 71,272 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 13 | CEO/President (1.0) | 1.10 | 84.13 | 39 | 3,609 | |
| 14 | CFO (1.0) | 1.40 | 60.10 | 39 | 3,281 | |
| 15 | Accounting Manager (0.875) | 1.30 | 37.88 | 39 | 1,921 | |
| 16 | Accounting Assistant/AP | 1.30 | 30.00 | 39 | 1,521 | |
| 17 | Receptionist (1.0) | 1.38 | 15.00 | 39 | 807 | |
| 18 | Marketing (0.80) | 1.38 | 37.88 | 39 | 2,039 | |
| 19 | Executive Assistant (1.0) | | | | 0 | |
| 20 | | | | | 0 | |
| 21 | | | | | 0 | |
| | Total Salaries / Wages: Section B | | | | 13,178 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 22 | | | | | 0 | |
| 23 | | | | | 0 | |
| 24 | | | | | 0 | |
| | Total Salaries / Wages: Section C | | | | 0 | |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging

Exhibit C3: HICAP-SHIP (State Health Insurance Program)

Fiscal Year 2020-21

Oct 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor:

Council on Aging-Southern California

Date: 10/01/2020

Program and Service:

HICAP-SHIP

Vendor #:

209174

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|---------------|-----------|
| | RCOoA Award Amounts: | | | |
| 11 | Federal & State | HICAP-SHIP | 84,442 | |
| 12 | Federal & State OTO | | | |
| 13 | Other Award (IFS *) | | | |
| 14 | Other Award (IFS *) | | | |
| 15 | Other Award (IFS *) | | | |
| 16 | Total RCOoA Award Amounts | | 84,442 | OK |
| 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 | OK |
| 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 | OK |
| 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 | OK |
| 36 | Total Program Resources | | 84,442 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|------------------|------|---------|----------|
| Minimum Required Match | Title IIIB, IIIC | 10% | 9,382 | 0 |
| Minimum Required Match | Title IIIE | 25% | 28,147 | 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: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
 Contractor Budget: Program Costs
 Fiscal Year 2020-21

Oct 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Contractor: Council on Aging-Southern California
 Program and Service: HICAP-SHIP
 Vendor #: 209174

Date: 10/01/2020

| Budget Line Items | Total Cost | Program Inc | Cash Match | In-Kind Match | Total RCOoA |
|---|------------|-------------|------------|---------------|-------------|
| Paid Personnel | | | | | |
| 11 Total Salaries / Wages | 51,464 | | | | 51,464 |
| 12 Payroll Taxes | 3,937 | | | | 3,937 |
| 13 Workers' Compensation | 2,264 | | | | 2,264 |
| 14 Other Benefits | 4,654 | | | | 4,654 |
| 15 Total Paid Personnel | 62,319 | 0 | 0 | | 62,319 |
| 16 Third-Party In-Kind Personnel | 0 | | | | 0 |
| 17 Total Personnel | 62,319 | 0 | 0 | 0 | 62,319 |
| 18 Travel & Training * | 1,200 | | | | 1,200 |
| Equipment | | | | | |
| 20 Expendable Equipment (unit cost of < \$500) | | | | | 0 |
| 21 Non-Expendable Equipment (unit cost ≥ \$500) | | | | | 0 |
| 22 Total Equipment | 0 | 0 | 0 | 0 | 0 |
| 23 Catered Food | | | | | 0 |
| 24 Raw Food | | | | | 0 |
| 25 Consultants * | | | | | 0 |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 28 Lease / Rent * | 0 | | | | 0 |
| 29 Utilities * Telephone | 0 | | | | 0 |
| 30 Office Expense (Supplies/Postage) * | 2,529 | | | | 2,529 |
| 31 Vehicle Operations and Maintenance * | 975 | | | | 975 |
| 32 Outside Services * | 5,500 | | | | 5,500 |
| 33 Advertising * | 7,855 | | | | 7,855 |
| 34 Audit * ** | 0 | | | | 0 |
| 35 Volunteer Expense * | 0 | | | | 0 |
| 36 Insurance * | 2,321 | | | | 2,321 |
| 37 Misc: Printing of Collaterals * | 1,243 | | | | 1,243 |
| 38 Miscellaneous * | 500 | | | | 500 |
| 39 Total Other Direct Expenses | 20,923 | 0 | 0 | 0 | 20,923 |
| 40 Indirect Costs (Maximum 9% of Total) * | | | | | 0 |
| 41 Total Program Costs | 84,442 | 0 | 0 | 0 | 84,442 |

OK OK OK OK OK

* Requires explanation

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

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

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

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

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-21

RIVERSIDE COUNTY
OFFICE ON AGING



Original:
 Revision:
 OTO:

Oct 1, 2020 to June 30, 2021

Contractor: Council on Aging-Southern California
 Program and Service: HICAP-SHIP
 Vendor #: 209174

Date: 10/01/2020

| Budget Line Items | Line # | Total RCOoA | Explanation |
|--|--------|-------------|--|
| Travel & Training * | 18 | 1,200 | Mileage and Training |
| Consultants * | 25 | | |
| Lease / Rent * | 28 | | |
| Advertising * | 33 | 7,855 | Advertising expenses for HICAP programs |
| Office Expense * | 30 | 2,529 | Various office supplies/program expense |
| Vehicle Operations and Maintenance * | 31 | 975 | Maintenance for auto |
| Outside Services * | 32 | 5,500 | IT Support |
| Accounting * | | | |
| Audit * ** | 34 | | |
| Volunteer Expense * | 35 | | |
| Insurance * | 36 | 2,321 | Allocation of General and Professional Insurance |
| Printing* | 37 | 1,243 | Printing material for the program |
| Miscellaneous * | 38 | 500 | Postage |
| Indirect Costs (Maximum 9% of Total) * | 40 | 0 | |

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2020-21

RIVERSIDE COUNTY
 OFFICE ON AGING



Original: X
 Revision:
 OTO:

Contractor: Council on Aging-Southern California
 Program and Service: HICAP-SHIP
 Vendor #: 209174

Date: 10/01/2020

Oct 1, 2020 to June 30, 2021

Council on Aging-Southern California

HICAP-SHIP

209174

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|--|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Program Manager (1.0) | 40.00 | 26.99 | 39 | 42,104 | Tamiko Perry |
| 2 | Community Education/Outreach Coordinator | | 21.62 | 39 | 0 | Renato De Moraes |
| 3 | Staff Counselor- Low Income | | 17.00 | 39 | 0 | Jeannette Carillo |
| 4 | Latino Education/Outreach | | 20.19 | 39 | 0 | Christine Gomez |
| 5 | Regional Comm Ed Outreach Specialist | | 17.00 | 39 | 0 | Jaimie Flippin |
| 6 | Operations Front Office-Staff Counselor | | 17.00 | 39 | 0 | Yolonda Burgos |
| 7 | Community Education/Outreach Specialist | | 17.00 | 39 | 0 | Linda Treggs |
| 8 | HICAP Recruitment Specialist | | 17.00 | 39 | 0 | Stephanie Schmitz |
| 9 | Outreach/Coordinator | | 16.00 | 18 | 0 | TBD |
| 10 | Community Education/ Outreach Specialist | | 16.00 | 18 | 0 | TBD |
| 11 | | | | | 0 | |
| 12 | | | | | 0 | |
| | Total Salaries / Wages: Section A | | | | 42,104 | |
| | Total Salaries / Wages: Section B | | | | 9,360 | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | 0 | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 51,464 | |
| | Total Payroll Taxes | | | | 3,937 | |
| | Total Workers' Compensation | | | | 2,264 | |
| | Total Other Benefits | | | | 4,654 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 10,855 | |
| | TOTAL PAID PERSONNEL | | | | 62,319 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 13 | CEO/President (1.0) | 0.90 | 84.13 | 39 | 2,953 | |
| 14 | CFO (1.0) | 0.90 | 60.10 | 39 | 2,109 | |
| 15 | Accounting Manager (0.875) | 0.90 | 37.88 | 39 | 1,330 | |
| 16 | Accounting Assistant/AP | 0.90 | 30.00 | 39 | 1,053 | |
| 17 | Receptionist (1.0) | 1.00 | 15.00 | 39 | 585 | |
| 18 | Marketing (0.80) | 0.90 | 37.88 | 39 | 1,330 | |
| 19 | Executive Assistant (1.0) | | | | 0 | |
| 20 | | | | | 0 | |
| 21 | | | | | 0 | |
| | Total Salaries / Wages: Section B | | | | 9,360 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 22 | | | | | 0 | |
| 23 | | | | | 0 | |
| 24 | | | | | 0 | |
| | Total Salaries / Wages: Section C | | | | 0 | |



EXHIBIT D: INSURANCE REQUIREMENTS



- A. Without limiting or diminishing the Service Provider's obligation to indemnify or hold RCOoA 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, RCOoA 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 RCOoA 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. 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.
 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 RCOoA 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 its 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 AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside'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 exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RCOoA, and at the election of the County of Riverside's Risk Manager, Service Provider's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the RCOoA, 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 certified original copies of Endorsements effecting coverage as required herein, and
 - b. If requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original certified 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) that 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's insurance carrier(s) policies do 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 original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein, and the insurance required herein is in full force and effect. Service Provider shall not commence operation until RCOoA has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original 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 RCOoA'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; RCOoA reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County of Riverside 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 RCOoA.
9. Service Provider agrees to notify RCOoA 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



CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c),
(Older Americans Act Reauthorization Act of 2016, Section 306(a))

In the form below, provide the current list of designated community focal points and their addresses. This information must match the total number of focal points reported in the National Aging Program Information System (NAPIS) State Program Report (SPR), i.e., California Aging Reporting System, NAPISCare, Section III.D.

| Designated Community Focal Point | Address | Phone |
|--|---|----------------|
| Albert A. Chatigny Senior Community Recreation Center | 1310 Oak Valley Parkway Beaumont, CA 92223 | (951) 796-8524 |
| Arlanza Community Center – Bryant Park | 7950 Philbin Avenue Riverside, CA 92503 | (951) 351-6135 |
| Banning Senior Center | 769 North San Geronio Ave, PO Box 998 Banning, CA 92220 | (951) 922-3250 |
| The Cathedral Center/Cathedral City Senior Center | 37-171 West Buddy Rogers Avenue Cathedral City, CA 92234 | (760) 321-1548 |
| Coachella Senior Center | 1540 Seventh Street Coachella, CA 92236 | (760) 398-0104 |
| Colorado River Senior Community Center | HCR 20, Box 3408 – Rio Loco Blythe, CA 92225 | (760) 922-6133 |
| Corona Senior Center | 921 South Belle Street Corona, CA 92882 | (951) 736-2363 |
| Dales Senior Center – White Park | 3936 Chestnut Street Riverside, CA 92501 | (951) 826-5303 |
| Desert Hot Springs Senior Center | 11-777 West Drive Desert Hot Springs, CA 92240 | (760) 329-0222 |
| Doris Morgan Community Center <i>(Formerly the Blythe Community Center)</i> | 445 North Broadway Blythe, CA 92225 | (760) 922-8801 |
| Eddie Dee Smith Senior Center | 5888 Mission Boulevard Rubidoux, CA 92509 | (951) 275-9975 |
| Idyllwild Town Hall | 25925 Cedar Street Idyllwild, CA 92549 | (951) 659-2638 |
| Indio Senior Center | 45-700 Aladdin Street Indio, CA 92201 | (760) 391-4170 |
| James A. Venable Community Center | 50-390 Carmen Avenue Cabazon, CA 92230 | (951) 922-1097 |
| Janet Goeske Foundation and Senior Center | 5257 Sierra Street Riverside, CA 92504 | (951) 351-8800 |
| Jerry Rummonds' Senior Center | 87-225 Church Street, PO Box 701 Thermal, CA 92274 | (760) 347-3484 |

| Designated Community Focal Point | Address | Phone |
|---|--|----------------|
| Joslyn Senior Center | 73-750 Catalina Way Palm Desert, CA 92260 | (760) 340-3220 |
| Kay Cenicerros Senior Center | 29995 Evans Road Sun City, CA 92586 | (951) 672-9673 |
| La Quinta Wellness Center | 78-450 Avenida La Fonda La Quinta, CA 92247 | (760) 564-0096 |
| La Sierra Senior Center | 5215 La Sierra Riverside, CA 92505 | (951) 351-6435 |
| Lake Elsinore Senior Activity Center | 420 East Lakeshore Drive Lake Elsinore, CA 92530 | (951) 674-2526 |
| The LGBT Community Center of the Desert | 1301 North Palm Canyon Drive Palm Springs, CA 92262 | (760) 416-7790 |
| Marion Ashley Community Center | 25625 Briggs Road Menifee, CA 92585 | (951) 928-2700 |
| Mary Phillips Senior Center | 41845 Sixth Street Temecula, CA 92590 | (951) 694-6464 |
| Charles Meigs Community Center | 21091 Rider Street Perris, CA 92570 | (951) 210-1580 |
| Mizell Center | 480 South Sunrise Way Palm Springs, CA 92262 | (760) 323-5689 |
| Moreno Valley Senior Center | 25075 Fir Avenue Moreno Valley, CA 92553 | (951) 413-3430 |
| Moses Schaffer Community Center | 21565 Steele Peak Drive Perris, CA 92570 | (951) 943-9126 |
| Murrieta Senior Center | 41717 Juniper Street Murrieta, CA 92562 | (951) 304-7275 |
| Norco Senior Center | 2690 Clark Avenue, PO Box 428 Norco, CA 92860 | (951) 270-5647 |
| Norton Younglove Community Center | 459 West Center Street Riverside, CA 92507 | (951) 241-7221 |
| Norton Younglove Community Center | 908 Park Street, PO Box 1190 Calimesa, CA 92320 | (909) 795-2287 |
| Perris Senior Center | 100 North "D" Street Perris, CA 92570 | (951) 657-7334 |
| Riverside-San Bernardino County Indian Health | 11555 ½ Potrero Road Banning, CA 92220 | (951) 849-4761 |
| Ruth H. Lewis Community Center at Reid Park | 701 North Orange Street Riverside, CA 92501 | (951) 826-5654 |
| San Jacinto Community Center | 625 South Pico Avenue San Jacinto, CA 92583 | (951) 654-2054 |
| Stratton Community Center at Bordwell Park | 2008 Martin Luther King Boulevard Riverside, CA 92507 | (951) 826-5355 |
| Ysamel Villegas Community Center | 3091 Esperanza Street Riverside, CA 92503 | (951) 351-6142 |

**Riverside County Office on Aging
Standard Agreement
RCOoA 2020-21**

1. This Standard Agreement (herein referred to as "Agreement") is made and entered into by and between

FAMILY SERVICE ASSOCIATION, a California nonprofit corporation, (herein referred to as "Service Provider")

and

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside County Office on Aging (herein referred to as "RCOoA")

2. This Agreement period of performance is:

October 1, 2020 to June 30, 2021, and may be renewed annually by a written amendment for up to three (3) years.

3. The maximum obligation of RCOoA to pay the Service Provider for Fiscal Year 2020-21 is:

\$1,306,540

One Million Three Hundred Six Thousand Five Hundred Forty Dollars

4. The Service Provider agrees to comply with the obligations as defined in the following documents, which are by this reference incorporated into the Agreement:

- Authorized Signatory Form
- Service Provider Agreement
- Exhibit A: Scope of Service - Title IIC-1 & IIC-2 - Elderly Nutrition Program
- Exhibit B: Service Provider Budget Allocation Summary
Attachment 1 to Exhibit B: Budget & Reimbursement Provisions
- Exhibit C: Service Provider Budget Detail
- Exhibit D: Insurance Requirements
- Exhibit E: Community Focal Points List

5. This Agreement shall become effective upon signature of both parties on October 1, 2020, whichever should come first.

6. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUEA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUEA as amended from time to time. The CUEA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (j) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

| SERVICE PROVIDER | COUNTY OF RIVERSIDE |
|--|---|
| Family Service Association | Riverside County Office on Aging |
| Date Signed: <u>12/16/2020</u> | Date Signed: <u>JAN 12 2021</u> |
| By: <u>Judith Wood</u> | By: <u>Karen S. Spiegel</u> |
| Printed Name: Judith Wood | Printed Name: <u>KAREN SPIEGEL</u> |
| Title: Chief Executive Officer | Title: Chair, Board of Supervisors |
| Address: | Address: |
| 21250 Box Springs Road, Suite 215 Moreno Valley, CA 92557 | 3610 Central Avenue, Suite 300 Riverside, CA 92506 |

ATTEST:
KECIA R. HARPER, Clerk
 By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: [Signature]
DANIELLE D. MALAND

JAN 12 2021 3.25

AUTHORIZED SIGNATORY FORM:

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

Agreement/Amendments/Fiscal Year Closeout Report

Name: Shannon Gonzalez Title: COO

Signature: *Shannon Gonzalez*

Phone: 951-405-4471 E-mail address: shannon.gonzalez@fsaca.org

Mailing Address(if different):

Fiscal Documentation, Monthly Reimbursement Reports, Audits

Name: Aljonn Wright Title: Controller

Signature: *Aljonn Wright*

Phone: 951-300-0438 E-mail address: Aljonn.Wright@fsaca.org

Mailing Address(if different): 21250 Box Springs Rd, Suite 215 Moreno Valley CA 92557

Program Services, Program Reports

Name: Tom Donahue Title: Program Administrator

Signature: *Tom Donahue*

Phone: 951-309-8151 E-mail address: tom.donahue@fsaca.org

Mailing Address(if different):

In the event of an emergency, RCOoA may contact Service Provider Board Chairperson:

Name: Paul Jenson

Phone #: 909-793-8869

Mailing: 1500 Serpentine Drive RedInds, CA 92373

Email: Pjensen99@verizon.net



SERVICE PROVIDER AGREEMENT



Please print four (4) copies of the Agreement, including all attachments and exhibits, review and approve by signing four (4) original signature pages. Please return all four (4) original signature pages and four (4) copies of the Agreement, including all attachments and exhibits, along with the approving Board of Director's meeting minutes, or similar.

Please obtain insurance documents (Exhibit D) and return all documents upon execution of this Agreement, to our office:

Riverside County Office on Aging
 Attn: Contracts Division
 P.O. Box 2099
 Riverside, CA 92516

If you have any questions or concerns, please contact the Riverside County Office on Aging office at: (951) 867-3800 – Main

Or email: OOAContracts@rivco.org

FY 2020-21 Schedule of Important Dates

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

TERMS AND CONDITIONS

TABLE OF CONTENTS

Agreement Term.....Article I

Assurances & Certifications.....Article II

Certifications under Penalty of Perjury

- A. Labor Board Relations
- B. Air or Water Pollution Violation
- C. Law, Policy and Procedure, Licenses, and Certificates
- D. Non-Discrimination
- E. Drug-Free Workplace Certification
- F. Lobbying Certification
- G. S.W.A.G.
- H. Covenant Against Contingent Fees
- I. Debarment, Suspension, Other Responsibility Matters
- J. Payroll Taxes and Deductions
- K. Child Support Compliance Act
- L. Conflict of Interest

Definitions.....Article III

Agreement Administration.....Article IV

- A. Approval
- B. Revisions/Modifications
- C. Service Provisions
 - 1. Standards of Work
 - 2. Staff and Volunteers
 - 3. Training/Education
 - 4. Reporting Requirements
 - 5. Fiscal Year Closeout Report
 - 6. Interagency Coordination
 - 7. Grievances
 - 8. Monitoring, Assessment and Evaluation
 - 9. Disaster Planning
- E. Documents and Records
 - 1. General Requirements
 - 2. Record Retention
 - 3. Rights in Data
 - 4. Copyrights
- F. Information Integrity, and Security
- G. Access
- H. Audit

General Requirements.....Article V

- A. Property
- B. Facility Construction & Report (Title III Only)
- C. Agreements in Excess of \$100,000
- D. Hold Harmless/Indemnification
- E. Subcontractor Agreements
- F. Resolution of Language Conflicts/Severability/Dispute Resolution Process
- G. Notices
- H. Relationship of Parties
- I. Governing Law/Venue
- J. Assignment
- K. Entirety of Agreement

Termination.....Article VI

Article I. AGREEMENT TERM

The Agreement period of performance is set forth in section 2 of the signature page. No work shall commence before the effective date of the Agreement. Any work performed prior to the effective date of the Agreement is considered performed at risk and may not qualify for reimbursement or compensation. Service Provider agrees to comply with all requirements set forth herein. Reimbursement provisions are included in Attachment 1 to Exhibit B.

Article II. ASSURANCES AND CERTIFICATIONS

CERTIFICATIONS UNDER PENALTY OF PERJURY:

A. LABOR BOARD RELATIONS:

By signing this Agreement, Service Provider swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Service Provider's failure to comply with an order of a federal court which ordered Service Provider to comply with an order of the National Labor Relations Board.

B. AIR OR WATER POLLUTION VIOLATION:

By signing this Agreement, the Service Provider swears under penalty of perjury that the Service Provider is not:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. Determined to be in violation of provisions of federal law relating to air or water pollution.

C. LAW, POLICY AND PROCEDURE, LICENSES, AND CERTIFICATES

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

D. NON-DISCRIMINATION:

1. The Service Provider shall comply with all applicable State and federal statutes relating to nondiscrimination whether expressly set forth herein or not.
2. Service Provider shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
3. The Service Provider assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 USC Section 12101 et seq.).

4. Unless exempted, Service Provider assures compliance with the requirements of California Government Code section 11135 et seq., and Title 2 of the California Code of Regulations section 11140 et seq., which prohibits discrimination of recipients of State financial assistance against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR § 98323)
5. The Service Provider shall ensure compliance with the requirements of California Public Contract Code section 2010 by submitting a completed California Civil Rights Law Certification, prior to execution of this Agreement. The Certification is available at: <http://www.dgs.ca.gov/ols/Forms.aspx> The California Civil Rights Laws Certification ensures Service Provider compliance with the Unruh Civil Rights Act (Cal. Civ. Code section 51) and the Fair Employment and Housing Act (Cal. Gov. Code section 12960), and ensures that Service Provider internal policies are not used in violation of California Civil Rights Laws.
6. Unless specifically exempted, Service Provider assures compliance with California Government Code Section 12990 and California Code of Regulations, Title 2, Section 8103 in matters relating to reporting requirements and the development, implementation, and maintenance of a Nondiscrimination Program.
7. Service Provider agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave.
8. During the performance of this Agreement, Service Provider and its Subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Service Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Service Provider and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Service Provider shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Service Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Service Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
9. Benefits may not be denied to any individual who refuses to provide information with respect to citizenship or alien status unless such information is required by statute to determine eligibility for the benefit.
10. As part of the civil protections under Title VI, any Service Provider receiving federal funding may not exclude anyone otherwise eligible from receiving services because of limited proficiency in the English language; and Based on the Privacy Act of 1974, it is unlawful for any Federal, State, or local government to deny any individual a right, benefit, or privilege because that individual refuses to provide a Social Security number, unless disclosure of the Social Security number is required by Federal statute.

E. DRUG-FREE WORKPLACE CERTIFICATION:

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by California Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by California Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by California Government Code Section 8355(c), that every employee who works on behalf of this Agreement:
 - a. Will receive a copy of the Service Provider's drug-free policy statement, and
 - b. Will agree to abide by the terms of the Service Provider's statement as a condition of employment on the project or Award.

F. LOBBYING CERTIFICATION:

Service Provider certifies, to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the Service Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. S.W.A.G.

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

H. COVENANT AGAINST CONTINGENT FEES

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

I. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The Service Provider certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
2. Service Provider shall report immediately to RCOoA in writing any incidents of alleged fraud and/or abuse by either Service Provider or a subcontractor.
3. Service Provider shall maintain any and all records, documentation, or other evidence of fraud and abuse until otherwise notified by RCOoA.
4. Service Provider agrees to timely execute any and all amendments to this Agreement or other required documentation relating to a subcontractor's debarment/suspension status.

J. PAYROLL TAXES AND DEDUCTIONS:

The Service Provider shall promptly forward payroll taxes, insurances, and contributions, including the State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

K. CHILD SUPPORT COMPLIANCE ACT:

The Service Provider acknowledges in accordance with Public Contract Code 7110 that:

1. Child and family support obligations are important and the Service Provider shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
2. To the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

L. CONFLICT OF INTEREST:

1. The Service Provider shall prevent employees, consultants or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business or other ties. In the event that RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Service Provider's officers, agents or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.
3. RCOoA will not reimburse salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.

Article III. DEFINITIONS

- A. "Administrative" and/or "Administration" means the make-up of the Service Provider herein. The make-up of the Service Provider includes, but not limited to, the Service Provider's business licensure, Internal Revenue Services (IRS) status, Board of Directors and hierarchy organization, internal control policies/procedures/processes for all aspects of the Service Provider.
- B. "Agreement" means this Standard Agreement and all attachments and exhibits and any amendments thereto.
- C. "Budget" means the allowable and reimbursable costs which are necessary to deliver the service as identified in the awarded cost proposal and in Exhibit C-Budget and Payment. Budget details include salaries, direct and indirect costs identified in line item details and Administrative costs. Exhibit C provides the funding, Budget, and payment provisions.
- D. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- E. "Eligible Service Population for Title III B, C-1, C-2, & D" means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP) and older individuals residing in rural areas.
- F. "Eligible Service Population for Title III E" means an adult family member or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.
- G. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- H. "OAA" means Older Americans Act.
- I. "Priority Services for Title IIIB" means those services associated with access to services (outreach, transportation, information & assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

- J. "Priority Services for Title III E" means services provided to: (a) caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals), (b) older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities, or (c) family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
- K. "Program Requirements" means the service delivery requirements contained in this Agreement and the requirements found in the OAA (42 U.S.C.3001-3058); the Code of Federal Regulations (45 CFR 1321); the California Code of Regulations (22 CCR 7700 et seq.); and CDA Program Memoranda and RCOoA guidance; and California Retail Food Code (CRFC).
- L. "RCOoA" means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.
- M. "Service Provider" means the contracting party set forth in section 1 on the signature page awarded funds under this Agreement. Service provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions under this Agreement.
- N. "Service Recipient" also referred to as client, consumer, participant, means the eligible individual who is receiving Federally Funded Title IIIB, IIIC, IIIE Services through funding allocated by the State, and provided through this Agreement.
- O. "Services" means Titles IIIB, IIIC (C1&C2), IIIE, federally mandated and funded activities targeted for the senior population. Activities include: Personal Care, Homemaker Services, Adult Day Care, Respite (day care & In-home), Nutrition Services (Congregate & Home-Delivered), and Family Caregiver Support Program Services (FCPS). The FCPS categories are: Information Services, Access Assistance, Support Services Respite Care, Supplemental Services.
- P. "Subcontractor Agreement" means a written contractual arrangement between Service Provider and a subcontractor/vendor to carry out a portion of the services and supported with funding from this Agreement.

Article IV. AGREEMENT ADMINISTRATION

In accordance with Riverside County Ordinance 459, which includes the federal and State requirements for Procurement of Services, set forth in 45 CFR 92.36 and 22 CCR 7352, all elements of the Procurement Process including: Request for Proposal #OAARC-0019 -Coordinated Care Programs Older Americans Act: Title III, VII, & HICAP Services, Proposal submitted, Background, Program/Financial Evaluation, and Award, as facilitate by the Purchasing Department, the Title III and Title VII Older Adult Services competitive bid is awarded to Service Provider.

A. APPROVAL:

1. Service Provider shall be a nonprofit entity. For-profit entities require approval from CDA prior to RCOoA making an award. Service Provider shall be in good standing with the Secretary of State of California and shall maintain the status throughout the term of this Agreement. Failure to maintain good standing by the Service Provider shall result in suspension or termination of this Agreement with RCOoA until satisfactory status is restored.
2. Service Provider shall Submit written approval documentation for Board of Directors authorization to sign the Agreement which supports the service provisions, as proposed and negotiated, in response to the competitive bid for senior services.
3. Service Provider has no authority or approval to enter into any Agreement or incur obligations on behalf of RCOoA.
4. Technical guidance regarding any Term and/or Condition of this Agreement will be obtained from RCOoA.

B. REVISIONS/MODIFICATIONS:

1. Any revision or modification to this Agreement shall be memorialized in a written Amendment signed by the authorized representatives of both parties. No oral understanding or agreement is binding on either RCOoA or the Service Provider.
2. RCOoA may determine Service Provider is considered "high risk" as described in 45 CFR 74.14 for non-profits. Upon such determination, Service Provider will be notified in writing, of any special conditions, accommodations, limitations, or restrictions.

C. SERVICE PROVISIONS:

1. Standards of Work:

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

2. Staff and Volunteers:

- a. Maintain adequate staff, as required by governing federal, State laws and county requirements, to fulfill the service provision(s). The staffing requirements necessary for the successful delivery of services

are described in Exhibit A: Scope of Services and at rates and amounts identified in Exhibits B-Budget Allocation Summary, and Attachment 1 to Exhibit B-Budget & Reimbursement Provisions.

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

3. Training/Education:

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

4. Reporting Requirements:

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

client information into the information system used by RCOoA. Quarterly and/or annual reports will be submitted as required or requested.

- e. Additional reporting requirements, specific to the service being provided is included in the Exhibit A-Scope of Work. Additional fiscal reporting requirements are, identified in the Attachment 1 to Exhibit B.
- f. Reports may be submitted electronically or in the requested reporting format.
- g. RCOoA and Service Provider shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
- h. Failure to comply with Program and/or Fiscal reporting requirements will exclude Service Provider from eligibility to receive One-Time-Only funding, which is further, described in Attachment 1 to Exhibit B.

5. Fiscal Year Closeout Report:

- a. The Fiscal Year Closeout Report covering July 1 to June 30 is required to be submitted annually, no later than July 10 and signed by a designated Authorized Signatory.
- b. The final Fiscal Year Closeout Report shall include, but is not be limited to; actual accruals for any unpaid obligations; program expenditures and revenues, any corrections or adjustments necessary to bring the report into agreement with balanced general ledger; and adjustments for prepaid expenses to be partially credited to the current fiscal year and charged to the following fiscal year, such as insurance premiums.

6. Interagency Cooperation:

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

7. Grievances:

- a. Grievances are complaints, unresolved issues, negative interactions/results experienced with service and/or service delivery. Service Provider must establish and maintain a written grievance process for service recipients to resolve complaints of negative situations in the delivery of service. Efforts to resolve the grievance topic/situation will be made. At a minimum, the grievance process will include:
 1. How to file a grievance, which may include a form and where to file a complaint;
 2. Time frames of the grievance process for review, investigation and written response;
 3. A statement in the written response that if grievant is dissatisfied with the results of the review, the next step is to submit a written appeal to the RCOoA;
 4. Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law. The minimum necessary information relevant to the grievance may be released during the investigation, review and response.
- b. The grievance process shall be posted and accessible in visible areas, as well as delivered by person or mail to homebound service recipients.

- c. The grievance process and/or forms will be available in the primary languages of service participants who communicate in another language.
- d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the Service Provider area of expertise or authority.

8. Monitoring, Assessment and Evaluation:

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

a. Service Recipient:

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

b. Internal Procedures and Processes:

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

9. Disaster Planning:

As part of the area-wide disaster assistance planning, Service Provider shall:

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

E. DOCUMENTS & RECORDS:

1. General Requirements:

- a. Documents and records developed, utilized, and required for successful delivery of services through this Agreement will be made available for review, inspection, monitoring and/or audit at appropriate times during and/or after the Agreement ends.
- b. Documents and records necessary in the delivery of services funded through this Agreement, will be made available for inspection and audit by RCOoA and/or State authorized agents, at any time during normal business hours.
- c. A procedure to process requests for documents, records, confidential information or other information shall be maintained and may include notification to RCOoA of certain requests received and/or processed.
- d. Records and information requests from RCOoA shall be processed within 10 working days of the

request.

- e. Service Provider shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures and press releases.
- f. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
- g. Complete, auditable records of service delivery, expenditures and other information relating to the services provided will be maintained and retained.

2. Record Retention:

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

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

3. Rights in Data:

- a. The Service Provider shall not publish or transfer any materials, including "subject data" defined below, produced or resulting from activities supported by this Agreement without the express written consent of the CDA or RCOoA, as applicable. Consent shall be given or denied after the written request is received by the RCOoA. A copy of the material for review should be submitted with the request. This subsection is not intended to prohibit the Service Provider from sharing identifying client information as authorized by the service recipient, as allowed by law, or provide summary program information which is not client-specific and contains no confidential information.
- b. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment description, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial cost reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
- c. The State or RCOoA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.
- d. If Service Provider is given the express written consent of the CDA or RCOoA to publish materials, the published materials shall:
 - 1. State that, "The materials were a result of a project funded through RCOoA of CDA, as applicable";

2. Give the name of the entity, the address and telephone number at which the supporting data is available; and,
3. Include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA", and where applicable, "The publication may not be based upon or inclusive of all raw data."

4. Copyrights:

- a. If any material funded by this Agreement is subject to copyright, the State and/or RCOoA reserves the right to copyright such material and the Service Provider agrees not to copyright such material, except when granted permission.
- b. The Service Provider may request permission to copyright material by writing to the Director of RCOoA. The Director of RCOoA shall notify the Service Provider if it has been granted permission to copyright material or give the reason it has been denied permission to copyright material in writing.
- c. If the material is copyrighted with the consent of the State and/or RCOoA, the State and/or RCOoA 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.
- d. The Service Provider certifies that it has appropriate systems and controls in place to ensure funds provided for under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

F. INFORMATION INTEGRITY, AND SECURITY:

1. Information Assets:

- a. The Service Provider, and its Subcontractors/Vendors, shall have in place operational policies, 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., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the 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

2. Encryption of Computing Devices:

- a. The Service Provider, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored 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 portable

electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure:

- a. The Service Provider, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
- b. The Service Provider, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Service Provider, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Service Provider's obligations under this Agreement. The Service Provider and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
- e. The Service Provider and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than RCOoA or CDA without prior written authorization from RCOoA or CDA. The Service Provider may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Service Provider, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Service Provider accept such blanket authorization from any participant.

4. Security Awareness Training:

1. The Service Provider's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- b. The Service Provider must maintain certificates of completion on file and provide them to CDA upon request.

5. Health Insurance Portability and Accountability Act (HIPAA):

- a. The Service Provider agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement:

- a. The Service Provider shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Service Provider is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

7. Security Incident Reporting:

- a. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Service Provider, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

8. Security Breach Notifications:

- a. Notice must be given by the Service Provider, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance:

- a. The Service Provider, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

10. Electronic Backups

- a. The Service Provider, and its Subcontractors/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. The Service Provider, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

11. The provisions contained in this section shall be included in all contracts of both the Service Provider and its Subcontractors/Vendors.

G. ACCESS:

1. The Service Provider shall provide access to any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representatives to any books, documents, papers, and records of the Service Provider or a Subcontractor which are directly pertinent to this specific Agreement to review or copy for the purpose of making an audit, examination, excerpts, and transcriptions. Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
2. The Service Provider shall permit any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representative access to its premises and/or facility(ies), upon reasonable notice, during normal business hours to determine Service Provider's conformity with this Agreement.
3. The Service Provider shall include these requirement in its subcontracts.

H. AUDIT:

1. If Service Provider expends \$750,000 or more in federal funds annually, it shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: 1. Performed timely—within 30 days after the receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; 2. Properly procured—use procurement standards provided for in OMB Circular 133 and provide maximum opportunities to small and minority audit firms; 3. Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; 4. All inclusive—includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the Agreements; and the schedule of findings and questioned costs; and 5. All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:
Riverside County Office on Aging
Attn: Fiscal Division
P.O. Box 2099
Riverside, CA 92516
2. A Service Provider expending less than \$750,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection. 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be received at RCOoA within 90 days after the end of the fiscal year. Should Service Provider not be able to submit this audit with the time requested, an extension must be obtained in advance from RCOoA.
3. Service Provider assures RCOoA that all subcontractors are audited as required by State and federal law.
4. Service Provider shall be required to include in its contracts with the auditors selected by Service Provider that the auditors will comply with all applicable audit requirements/standards. Service Provider shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Service Provider performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued and how findings were resolved.
5. The audit timeframe shall include the period of performance of this Agreement. If Service Provider is not on the same fiscal year (July 1-June 30) as RCOoA, a reconciliation and supplementary information, prepared by the same certified public accountant, who performed the audit, so accounts can be reconciled to the Agreement. Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.
6. RCOoA shall have access to all audit reports and supporting work papers of the Service Provider and subcontractors.
7. Where the Service Provider engages an independent auditor, the Service Provider shall provide a clause for permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. Maintaining such independent audit records shall be for a period of three (3) years after final payment under the Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer

8. The Service Provider shall cooperate with and participate in any audit or review which may be required by RCOoA.
9. Failure to comply with Audit requirements will exclude Service Provider from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.
10. Authorized RCOoA representatives have the right to monitor, assess, and evaluate the Service Provider's Administrative, fiscal, and program performance controls. Monitoring, assessment, and evaluation may include, but is not limited to, Administrative, fiscal and program processes, policies, audits, inspections of service(s) premises, inspection of food preparation sites, interviews of project staff, and participants.
11. Service Provider shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any Administrative program and fiscal staff, available during any audit review.
12. Service Provider shall, upon request, make available client participation records and fiscal records which confirm all data contained in Monthly Performance and Monthly Financial Report (MFR). Service Provider is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a CDA audit of RCOoA has been completed and an audit resolution has been issued. The information shall be maintained in an organized manner.

Article V. GENERAL REQUIREMENTS

A. PROPERTY:

1. Unless otherwise provided for in this section, property refers to all assets used in operation of this Agreement.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
 - a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Additions, improvements, and betterments to assets meeting all of the conditions in paragraph 2 above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
4. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to

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

5. The Service Provider shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in paragraph 2 above, and submit to RCOoA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Service Provider or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the RCOoA. The Service Provider shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024). The Service Provider shall record, at minimum, the following information when property is acquired:
 - a. Date acquired.
 - b. Item description (include model number).
 - c. CDA tag number.
 - d. Serial number (if applicable).
 - e. Purchase cost or other basis of valuation.
 - f. Fund source
6. **Disposal of Property:**
 - a. Prior to disposal of any property purchased by the Service Provider or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Service Provider must obtain approval from RCOoA for all reportable property as defined in paragraph 2 of this section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from RCOoA. The Service Provider shall submit to RCOoA a Request to Dispose of Property (CDA 248). RCOoA will then instruct the Service Provider on disposition of the property. Once approval for disposal has been received from RCOoA and the Service Provider has reported to RCOoA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Service Provider's inventory report.
 - b. The Service Provider must remove all confidential, sensitive, or personal information from 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, cell or smart phones, multi-function printers, and laptops.
7. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Service Provider shall promptly notify RCOoA.
8. The State reserves title to all 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 the parties.
9. The Service Provider shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Service Provider has complied with all written instructions from RCOoA regarding the final disposition of the property.
10. In the event of the Service Provider's dissolution or upon termination of this Agreement, the Service Provider shall provide a final property inventory to RCOoA. RCOoA reserves the right to require the Service Provider to transfer such property to another entity, or to the RCOoA.
11. To exercise the above right, after termination of this Agreement or notification of the Service Provider's dissolution, RCOoA will issue specific written disposition instructions to the Service Provider.
12. The Service Provider shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Service Provider shall use it, if needed, and with written approval of RCOoA for other purposes in this order:
 - a. For another CDA program providing the same or similar service.

- b. For another CDA-funded program.
- 13. The Service Provider may share use of the property and equipment or allow use by other programs, upon written approval from RCOoA. As a condition of the approval, RCOoA may require reimbursement under this Agreement for its use.
- 14. The Service Provider or subcontractors shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately-owned business entity. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- 15. The Service Provider shall include the provisions contained in this section in all its subcontracts awarded under this Agreement.

B. FACILITY CONSTRUCTION OR REPAIR (TITLE III ONLY)

- 1. This section applies only to Title III funds. Title III funds may be used for facility construction or repair. When applicable for purposes of construction or repair of facilities, Service Provider shall comply with the provisions contained in the following provisions and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR 60]
- 2. Service Provider shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by RCOoA or CDA (if applicable).
- 3. When funding is provided for construction and non-construction activities, the Service Provider must obtain prior written approval from RCOoA or CDA (if applicable) before making any fund or budget transfers between construction and non-construction.

C. AGREEMENTS IN EXCESS OF \$100,000

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

- 1. Clean Air Act, as amended. [42 USC 7401]
- 2. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
- 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- 5. Unruh Civil Rights Act [Cal. Pub. Con. Code §2010]

D. HOLD HARMLESS/INDEMNIFICATION:

Service Provider shall indemnify and hold harmless the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "County Indemnitees") from any liability, action, claim, or damage whatsoever, based or asserted upon any services 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 or any other element of any kind or nature. Service Provider shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or

awards) in any claim or action based upon such acts, omissions or services. With respect to any action or claim subject to indemnification herein by Service Provider, Service Provider shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCOoA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Service Provider's indemnification to County Indemnitees as set forth herein. Service Provider's obligation hereunder shall be satisfied when Service Provider has provided to RCOoA the appropriate form of dismissal relieving RCOoA from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Service Provider's obligations to indemnify and hold harmless County Indemnitees herein from third party claims.

E. SUBCONTRACTOR AGREEMENTS:

1. Service Provider shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists, Service Provider shall follow the procurement requirements applicable to the relationship. Before Service Provider enters into a subcontract with a for-profit organization, it shall obtain the approval of RCOoA.
2. Service Provider shall include the Assurances and Certifications in the award documents in all subcontracts. In addition, Subcontractor Agreements shall contain language of this Agreement and require the subcontractors 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 shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
4. Any subcontracting private entity shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Service Provider until satisfactory status is restored.
5. Service Provider is responsible for subcontractor responsibilities and will ensure the service deliverables are being met to fulfill all of the obligations of this Agreement.
6. Copies of Subcontractor Agreements, interagency cooperation arrangements, Memorandums and/or Letters of Understanding shall be maintained and available to RCOoA for review upon request.
7. Service Provider shall monitor subcontractor(s) to ensure compliance with the service provisions and other requirements included in this Agreement, including insurance requirements.
8. Notification of any changes to subcontractors or subcontracted services shall be sent to RCOoA.
9. Agreement funds shall not be obligated for services beyond the ending date of this Agreement.

F. RESOLUTION OF LANGUAGE CONFLICTS/SEVERABILITY/DISPUTE RESOLUTION PROCESS:

1. The Agreement and any other applicable program requirements have the following order of precedence, if there is any conflict in what they require:
 - a. The Older Americans Act and other applicable federal statutes and their implementing regulations.
 - b. If applicable, the Older Californians Act and other California State codes and regulations.
 - c. Standard Agreement AP-2021-21 between RCOoA and CDA, including all exhibits and any amendments thereto.
 - d. This Agreement, including all exhibits and any amendments thereto.
 - e. Any other documents incorporated herein by reference.
 - f. Program memos and other guidance issued by CDA and RCOoA.

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 shall remain in full force and effect.
3. In the event of a dispute or grievance arising under 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. The decision of the RCOoA Director shall be final and the Service Provider has no right of appeal to CDA. The Service Provider shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
 - b. Contract resolution must occur within 15 months of the contract closeout.

G. Notices:

1. Any notice required by this Agreement or by law is considered given when delivered in person or by mail (registered/certified, overnight, postage prepaid, return receipt requested) with a trackable delivery.
2. Notices delivered in person or by mail, as described above will be addressed as follows:

RCOoA

Riverside County Office on Aging
Attention: Contracts Division
P.O. Box 2099
Riverside, CA 92516

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

H. Relationship of Parties:

The Service Provider is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of RCOoA. It is expressly understood and agreed that the Service Provider (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which RCOoA employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Service Provider shall hold RCOoA harmless from any and all claims that may be made against RCOoA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

I. Governing Law/Venue:

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of

venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. Assignment:

Service Provider shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of RCOoA. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

K. Entirety of Agreement:

This Agreement, including any attachments or exhibits or documents incorporated herein, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

Article VI. TERMINATION

A. This Agreement may be terminated by either party, in whole or in part, without cause, at any time during the Agreement period of performance, upon sixty (60) days prior written notice to the other party.

B. RCOoA may terminate, in whole or in part, for cause this Agreement and RCOoA shall be relieved of the payment of any consideration to the Service Provider. Termination for cause shall be effective thirty (30) days from the delivery of the notice of termination unless the grounds for termination are due to threat to life, health or safety of the public, and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include, but are not limited to, the following:

1. A violation of the law or failure to comply with any condition of this Agreement;
2. Inadequate 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 an unsatisfactory financial condition as determined by RCOoA, as to endanger performance of this Agreement, which includes the loss of other funding sources;
5. Delinquency in payment of taxes or payment of costs for 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 or the 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.

- C. RCOoA shall provide a 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.
- D. After receipt of a Notice of Termination, Service Provider shall 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.
- E. After receipt of a Notice of Termination, Service Provider shall (1) stop work as specified in the notice of termination, (2) place no further orders or subcontracts for materials, services or facilities, except as may be necessary to complete the continued portion of the Agreement, (3) terminate all subcontracts to the extent they related to the work terminated, and (4) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- F. 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
Fiscal Year 2020-21
October 1, 2020 through June 30, 2021



FAMILY SERVICE ASSOCIATION
TITLE IIIC-1 & TITLE IIIC-2 - ELDERLY NUTRITION PROGRAM

I. SCOPE OF SERVICES:

- A. Services will be provided as described in the awarded proposal, in response to the Request for Proposals #RCOAA-0019, 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 RCOoA, for each new client served, and take appropriate measures to provide or refer appropriate services as warranted by the 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. Provide one-third (1/3) of the current Recommended Dietary Allowances (RDAs) in each meal, which 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 OAA Section 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
- 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)(1)(B).
- H. Provide a continuum of care for the vulnerable eligible service population as required under OAA

Section 301(a)(1)(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)(1)(D).
- J. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA Section 721.
- K. Service Provider hereby agrees to comply with RCOoA policies and procedures that are based on Title 22 California Code of Regulations, Division 1.8 California Department of Aging.

II. **TARGET POPULATION:**

A. **Service Area:**

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

SA2: Riverside/Jurupa Valley, Eddie D. Smith Senior Center; Highgrove (C1)

SA3: Moreno Valley (C1 & C2), Perris (C1)

SA4: Menifee (C1)

SA6: Banning, Beaumont, Calimesa, Cabazon (C1)

SA7: Hemet/San Jacinto; East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista (C2)

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

B. **Eligibility Requirements for the Elderly Nutrition Program:**

- 1. Congregate Meal Eligibility:

- a. Any person sixty (60) years of age or older; or
- b. The spouse of any person sixty (60) years of age or older; or
- c. A disabled person as defined in OAA under age sixty (60) who resides in housing facilities occupied primarily by older persons at which congregate nutrition services are provided; or
- d. A disabled individual who resides at home and accompanies an older individual eligible under the OAA.
- e. Preference is given to older individuals who are in the greatest economic or social need with particular attention to low income minority individuals.

- 2. Home Delivered Meal Eligibility:

- a. Any person sixty (60) years of age or older AND who is frail and homebound by reason of illness, disability, or isolation.
- b. A spouse of an eligible person, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
- c. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the

- program.
- d. Priority shall be given to older individuals.

III. SERVICE REQUIREMENTS:

A. Congregate and Home Delivered Meals:

1. Provide a hot or otherwise appropriate meal five (5) or more days a week and any additional meals which the Service Provider may elect to provide. Offering this service less than five (5) days per week is discouraged and will require approval of the RCOoA.
2. Each 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 RCOoA 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. Service Provider shall establish and administer the nutrition program with the advice of a registered dietician (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.
 - c. Participate in Area Plan development related to nutrition services, as described in Sections 7300 through 7320 of Title 22 Division 1.8.
 - d. Conduct appropriate meal analysis to ensure each meal provided meets the 1/3 of the Recommended Dietary Allowances (RDAs) and are safe and of good quality. Documentation of analysis must be retained on file and made available for review upon request.
3. Comply with the California Retail Food Code (CRFC) and the local health department regarding safe and sanitary preparation and service of meals.
4. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
5. At a minimum, perform quarterly monitoring of service delivery practices ensuring safe food handling and sanitation practices of food facilities are being followed.

6. Equipment utilized in the delivery of service, may include tables and chairs. These items need to be sturdy and appropriate for older individuals. Tables will be arranged to assure ease of access and encourage socialization.
7. Program data is required to be entered into the RCOoA approved database. Data must be accurate, verifiable, timely and complete.

E. Staffing Responsibilities:

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

IV. PROGRAM REQUIREMENTS:

A. Nutrition Service Provider Administration:

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

V. SERVICE OBJECTIVES

A. Congregate Meal Program:

1. Number of annual units of service 145,531

2. Number of new seniors to be served As referred by RCOoA
3. Meals are provided 1* days a week (*due to COVID-19)
4. Meals are provided 184 days a year
5. Total number of volunteers 15-20
6. Suggested eligible participant donation \$3.00
7. Non-eligible fee per meal \$6.00
8. Congregate sites where services will be delivered are identified below:

| | |
|---|---|
| Site: <u>Banning Senior Center</u> Address: <u>769 N. Gorgonio Ave.</u> <u>Banning, CA 92220</u> Phone #: <u>951-849-1920</u> Staff person: <u>Tammy McGraw</u> Hours of Operation: <u>Wednesday, 10a-12p</u> Number of meals: <u>31,164</u> Annual site costs: <u>\$210,357</u> | Site: <u>Albert Chatigny Senior Community Center</u> Address: <u>1310 Oak Valley Pkwy</u> <u>Beaumont, CA 92223</u> Phone #: <u>951-769-8524</u> Staff person: <u>TBD</u> Hours of Operation: <u>Thursday, 10a-12p</u> Number of meals: <u>9,750</u> Annual site costs: <u>\$75,562</u> |
| Site: <u>Norton Younglove Community Center</u> Address: <u>495 Center St.</u> <u>Highgrove, CA 92507</u> Phone #: <u>951-341-6634</u> Staff person: <u>Leila Santamaria</u> Hours of Operation: <u>Wednesday, 10a-12p</u> Number of meals: <u>4,144</u> Annual site costs: <u>\$27,972</u> | Site: <u>Calimesa Senior Center</u> Address: <u>908 Park Avenue</u> <u>Calimesa, CA 92320</u> Phone #: <u>909-446-1071</u> Staff person: <u>Lisa Tiedeman/Samantha Reed</u> Hours of Operation: <u>Wednesday, 10a-12p</u> Number of meals: <u>24,863</u> Annual site costs: <u>167,825</u> |
| Site: <u>James Venable (Cabazon) Community Center</u> Address: <u>50390 Carmen Ave.</u> <u>Cabazon, CA 92230</u> Phone #: <u>951-922-1097</u> Staff person: <u>Deana Mann</u> Hours of Operation: <u>Wednesday, 10a-12p</u> Number of meals: <u>4,144</u> Annual site costs: <u>\$27,972</u> | Site: <u>Kay Cenicerros Senior Center</u> Address: <u>29995 Evans Rd.</u> <u>Menifee, CA 92586</u> Phone #: <u>951-679-0119</u> Staff person: <u>Cecilia Molina</u> Hours of Operation: <u>Wednesday, 10a-12p</u> Number of meals: <u>33,150</u> Annual site costs: <u>\$223,763</u> |
| Site: <u>Moreno Valley Senior Center</u> Address: <u>25075 Fir St.</u> <u>Moreno Valley, CA 92553</u> Phone #: <u>951-247-1667</u> Staff person: <u>Elizabeth Ledezma</u> | Site: <u>Perris Senior Center</u> Address: <u>100 North D St.</u> <u>Perris, CA 92570</u> Phone #: <u>951-943-4190</u> Staff person: <u>Rose Quinones</u> |

| | |
|---|---|
| Hours of Operation: <u>Wednesday, 10a-12p</u> | Hours of Operation: <u>Wednesday, 10a-12p</u> |
| Number of meals: <u>30,664</u> | Number of meals: <u>14,918</u> |
| Annual site costs: <u>\$206,982</u> | Annual site costs: <u>100,697</u> |
| Site: <u>San Jacinto Senior Center</u> | Site: <u>Eddie D. Smith Senior Ctr.</u> |
| Address: <u>625 South Pico Ave.</u> | Address: <u>5888 Mission Blvd.</u> |
| <u>San Jacinto, CA 92563</u> | <u>Rubidoux, CA 92509</u> |
| Phone #: <u>951-654-2054</u> | Phone #: <u>951-275-9975</u> |
| Staff person: <u>Millie Riguelme</u> | Staff person: <u>Stacy Acosta</u> |
| Hours of Operation: <u>Wednesday, 10a-12p</u> | Hours of Operation: <u>Wednesday, 10a-12p</u> |
| Number of meals: <u>20,719</u> | Number of meals: <u>19,500</u> |
| Annual site costs: <u>\$279,707</u> | Annual site costs: <u>\$131,625</u> |

B. Home Delivered Meals Program:

1. Number of annual units of service 48,030
2. Number of new seniors to be served As referred by RCOoA
3. Meals are delivered 1 days a week
4. Meals are provided for 7 days a week
5. Meals are provided for 272 days a year
6. Total number of volunteers _____
7. Suggested eligible participant donation \$3.00

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

| | |
|--|--|
| Site: <u>Rubidoux Warehouse</u> | Site: <u>San Jacinto Senior Center</u> |
| Address: <u>5317 Mission Inn Ave</u> | Address: <u>625 South Pico Ave.</u> |
| <u>Jurupa Valley, CA 92509</u> | <u>San Jacinto, CA 92563</u> |
| Phone #: <u>951-214-6513</u> | Phone #: <u>951-654-2054</u> |
| Site: <u>Moreno Valley Senior Center</u> | Site: _____ |
| Address: <u>25075 Fir St.</u> | Address: _____ |
| <u>Moreno Valley, CA 92553</u> | _____ |
| Phone #: <u>951-247-1667</u> | Phone #: _____ |

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

| ROUTE | MILES | ROUTE | MILES |
|-------------|-----------|-------------|-----------|
| <u>MV 1</u> | <u>43</u> | <u>SJ 1</u> | <u>25</u> |
| <u>MV 2</u> | <u>36</u> | <u>SJ 2</u> | <u>25</u> |
| <u>MV 3</u> | <u>30</u> | <u>SJ 3</u> | <u>25</u> |
| <u>MV4</u> | <u>35</u> | <u>SJ 4</u> | <u>25</u> |
| | | <u>SJ 5</u> | <u>25</u> |

| | | | |
|--|--|------|----|
| | | SJ 6 | 25 |
| | | SJ 7 | 30 |



Riverside County Office on Aging Exhibit B: Service Provider Budget Allocation Summary



FY 2020-21
October 1, 2020 to June 30, 2021
FAMILY SERVICE ASSOCIATION

| Funding Source Project/Grant | Funded Program | Service Unit Reporting Description | CFDA # | Number of Units | Unit Rate | Federal Funding | State Funding | RCOoA Maximum Obligation |
|------------------------------|--|------------------------------------|--------|-----------------|-----------|-----------------|--|--------------------------|
| OA42119FY21B | Title IIIC1: Congregate Meals - CARES Act COVID Relief | 1 Meal Served | 93.045 | 55,895 | \$6.75 | \$377,288 | | \$377,288 |
| OA60750FY21 | Title IIIC1: Congregate Meals - Nutrition Services Incentive Program | 1 Meal Served | 93.053 | 10,632 | \$6.75 | \$71,767 | | \$71,767 |
| OA60751FY21 | Title IIIC1: Congregate Meals | 1 Meal Served | 93.045 | 55,847 | \$6.75 | \$376,970 | | \$376,970 |
| OA60753FY21 | Title IIIC1: Congregate Meals - General Fund | 1 Meal Served | 93.045 | 23,157 | \$6.75 | | \$156,313 | \$156,313 |
| | | | | | | | TITLE IIIC1 SUBTOTAL | \$982,338 |
| OA42119FY21C | Title IIIC2: Home-Delivered Meals - CARES Act COVID Relief | 1 Meal Served | 93.045 | 4,945 | \$6.75 | \$33,382 | | \$33,382 |
| OA60451FY21 | Title IIIC2: Home-Delivered Meals | 1 Meal Served | 93.045 | 9,514 | \$6.75 | \$64,218 | | \$64,218 |
| OA60453FY21 | Title IIIC2: Home-Delivered Meals - General Fund | 1 Meal Served | 93.045 | 33,571 | \$6.75 | | \$226,602 | \$226,602 |
| | | | | | | | TITLE IIIC2 SUBTOTAL | \$324,202 |
| | | | | | | | FY 2020-21 INITIAL ALLOCATION TOTAL | \$1,306,540 |
| | | | | | | | FY 2020-21 MAXIMUM OBLIGATION TOTAL | \$1,306,540 |



ATTACHMENT 1 TO EXHIBIT B: BUDGET & REIMBURSEMENT PROVISIONS



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

A. BUDGET AND BUDGET REVISION

1. The Service Provider will be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Attachment and shall not be entitled to payment for these expenses until this Agreement is approved and executed by the County of Riverside. The approved Budget is included as Attachment C: Service Provider Budget Detail. The Service Provider Budget Detail identifies budget appropriation categories and line item reimbursable costs; including unit rates, quantity and totals associated with delivering services under this Agreement. The Service Provider Budget Detail includes, at a minimum, the following appropriations (budget categories) & line items, as reimbursable and allowable, under this Agreement:
 - a. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b. Fringe Benefits.
 - c. Agreement Costs – subcontract and consultant cost detail.
 - d. Indirect Costs.
 - e. Rent – specify square footage and rate.
 - f. Supplies.
 - g. Equipment – detailed descriptions and unit costs.
 - h. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - i. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 - j. Other Costs – a detailed list of other operating expenses.
2. The Service Provider shall ensure that any Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section 1. above.
3. The Service Provider may transfer Agreement funds between line items under the following terms and conditions:
 - a. The Service Provider may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Service Provider shall not transfer funds designated for programs into administration line items.
 - b. The Service Provider shall submit a revised budget to RCOoA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
 - c. The Service Provider shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall be available to RCOoA upon request and shall be maintained in the same manner as all other financial records.
 - d. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the Agreement, and shall not include allocation transfers.

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 or appropriation of State and/or federal funds.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State 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 the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
3. No legal liability on the part of RCOoA for any payment may arise under this Agreement until funds are made available.

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

1. OTO funds are non-transferable between funding sources and can only be used in the program in which they were accrued.
2. Titles III and VII Program OTO funds shall only be used 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 caregivers to maintain the eligible service population in a home environment, as approved by RCOoA.
 - c. Innovative pilot projects, approved by CDA/RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53 (a)(b).
 - d. OTO funds may be used to maintain or increase baseline services, with RCOoA approval. However, programs funded with OTO funds shall not exceed OTO funding beyond the current fiscal year in which OTO funds are awarded.
3. Nutrition Services Incentive Program (NSIP) are OTO funds used to purchase food only in the Elderly Nutrition Programs.

D. Matching Requirements & Contributions:

1. "Matching Contributions" means the cash value and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Agreement funding.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Service Provider or a subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
2. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
3. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
4. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
5. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
6. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
7. Matching contributions generated in excess of the minimum required are considered overmatch.
8. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
9. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

10. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
11. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

E. Program Income:

1. "Program Income" means revenue generated by the Service Provider or the subcontractor from Agreement-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - 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.
2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
3. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 3).
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Agreement period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

F. Expenditure of Funds:

1. The Service Provider shall expend and justify all funds received, as described in Attachment C: Service Provider Budget Detail.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Service Provider from paying any differences in costs, from funds other than those provided by RCOoA, between CalHR rates and any rates the Service Provider is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from RCOoA. [SCM 3.17.2.A(4)]

The Service Provider agrees to include these requirements in all agreements it enters into with subcontractors to provide services pursuant to this Agreement.

3. RCOoA reserves the right to refuse payment to the Service Provider or disallow costs for any expenditure, as determined by RCOoA to be out of compliance with this Agreement, 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. [2 CFR 200] [45 CFR 75]

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 an amendment to Service Provider to reflect the reduced funding for this Agreement.
2. In the event that RCOoA elects to offer an amendment, it shall be mutually understood by both parties that RCOoA in its sole discretion shall determine the amount that this Agreement 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 Exhibit A or if spending pattern indicates the Service Provider will have unexpended funding at the end of the Agreement period of performance. RCOoA will be the sole determinant of all reduction of 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 by RCOoA, the Service Provider shall be compensated by RCOoA for completed services rendered prior to termination, subject to availability of funds, allowability of costs and audit verification.

I. Increase of Funds:

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

J. Supplanting Funds:

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

K. Acknowledging RCOoA Funding:

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

L. Interest Earned:

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RCOoA. Interest amounts up to \$500 per year may be retained by the Service Provider and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305 (b)(8)] [45 CFR 75.305(b)(8)]
3. The Service Provider must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - 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.
 - 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.

- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

M. Indirect Costs:

1. The maximum allowable reimbursement for indirect costs is ten percent (10%) of Service Provider's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
2. Service Provider requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Service Providers must received prior approval from RCOoA prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on building, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

N. Financial Management Systems:

1. Service Provider shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:
 - a. Financial Reporting.
 - b. Accounting Records.
 - c. Complete Disclosure.
 - d. Source Documentation.
 - e. Internal Control.
 - f. Budgetary Control.
 - g. Cash Management (written procedures).
 - h. Allowable Costs (written procedures).
2. RCOoA may require financial reports more frequently and/or with more detail, upon written notice to the Service Provider, until such time as RCOoA determines that the financial management standards are met.

O. Unexpended Funds:

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

PAYMENT

A. Advance Payments:

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

B. Monthly Reimbursement Payments:

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

C. **Accruals:**

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

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:

Revision:

OTO:

Contractor:

Family Service Association

Date: 10.01.2020

Program and Service:

TITLE IIIC-1 Congregate Meals

Vendor #:

5799

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|---------------------|----|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 982,337.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 982,337.00 | OK |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | 52,152.00 | |
| 23 | Other Program Income (IFS *) | | 60,000.00 | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | 112,152.00 | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | 0.00 | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | 57,600.00 | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | 57,600.00 | OK |
| 39 | Total Program Resources | | 1,094,489.00 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|------------|-----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 0.10 | 109,149.00 | 57,600.00 |
| Minimum Required Match | Title IIIE | 0.25 | 327,446.00 | 57,600.00 |
| Minimum Required Match | Title VII | 0.00 | 0.00 | 57,600.00 |

* IFS = Include Funding Source

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

Program Resources cell G20 must equal Program Costs cell I45.

Program Resources cell G25 must equal Program Costs cell E45.

Program Resources cell G32 must equal Program Costs cell F45.

Program Resources cell G38 must equal Program Costs cell H45.

Program Resources cell G39 must equal Program Costs cell D45.

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

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
 Contractor Budget: Program Costs
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Contractor:
 Program and Service:
 Vendor #:

Family Service Association
 TITLE III C-1
 5799

Date: 10.01.2020

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|---|---------------------|-------------------|-------------|------------------|-------------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 184,193.00 | | | | 184,193.00 |
| 15 Payroll Taxes | 18,235.00 | | | | 18,235.00 |
| 16 Workers' Compensation | 11,788.00 | | | | 11,788.00 |
| 17 Other Benefits | 12,893.00 | | | | 12,893.00 |
| 18 Total Paid Personnel | 227,109.00 | 0.00 | 0.00 | | 227,109.00 |
| 19 Third-Party In-Kind Personnel | | | | 57,600.00 | |
| 20 Total Personnel | 227,109.00 | 0.00 | 0.00 | 57,600.00 | 227,109.00 |
| 21 Travel & Training * | | | | | 0.00 |
| Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | 0.00 |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | 0.00 |
| 25 Total Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 26 Catered Food | 434,606.00 | 112,152.00 | | | 322,454.00 |
| 27 Raw Food | 173,843.00 | | | | 173,843.00 |
| 28 Consultants * | 5,225.00 | | | | 5,225.00 |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | 5,850.00 | | | | 5,850.00 |
| 32 Utilities * | 6,300.00 | | | | 6,300.00 |
| 33 Office Expense * | 7,650.00 | | | | 7,650.00 |
| 34 Vehicle Operations and Maintenance * | 4,500.00 | | | | 4,500.00 |
| 35 Outside Services * | 0.00 | | | | 0.00 |
| 36 Nutrition Education | 1,007.00 | | | | 1,007.00 |
| 37 Accounting * | | | | | 0.00 |
| 38 Audit * ** | 969.00 | | | | 969.00 |
| 39 Volunteer Expense * | 500.00 | | | | 500.00 |
| 40 Insurance * | 13,500.00 | | | | 13,500.00 |
| 41 Subcontracted Direct Service Costs * | | | | | |
| 42 Miscellaneous * | 114,343.00 | | | | 114,343.00 |
| 43 Total Other Direct Expenses | 154,619.00 | 0.00 | 0.00 | 0.00 | 154,619.00 |
| 44 Indirect Costs (Maximum 10% of Total) * | 99,087.00 | | | | 99,087.00 |
| 45 Total Program Costs | 1,094,489.00 | 112,152.00 | 0.00 | 57,600.00 | 982,337.00 |

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

- Program Costs cell D45 must equal Program Resources cell G39.
- Program Costs cell E45 must equal Program Resources cell G25.
- Program Costs cell F45 must equal Program Resources cell G32.
- Program Costs cell H45 must equal Program Resources cell G38.
- Program Costs cell I45 must equal Program Resources cell G20.

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



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-2021

RIVERSIDE COUNTY OFFICE ON AGING



Original:
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Contractor:
 Program and Service:
 Vendor #:

Family Service Association
 TITLE III C-1
 5799

Date: 10.01.2020

| Budget Line Items | Line # | Total RCOoA | Explanation |
|---|--------|-------------|---|
| Travel & Training * | 18 | 1,000 | Mileage reimbursement at Agency rate of \$.40 per mile |
| Consultants * | 25 | 5,225 | Registered Dietitian services |
| Lease / Rent * | 28 | 5,850 | Rent / Occupancy costs at nutrition sites |
| Utilities * | 29 | 6,300 | Telephone, Electric, Water Sewer, and Trash costs for sites |
| Office Expense * | 30 | 7,650 | Leased copiers, and general office supplies |
| Vehicle Operations and Maintenance * | 31 | 4,500 | Fuel, oil, tires, and routine maintenance for vehicles |
| Outside Services * | 32 | 0 | |
| Accounting * | 33 | 1,007 | Professional Accounting fees |
| Audit * ** | 34 | 969 | Audit fees associated with OMB 2 CFR part 200 requirements |
| Volunteer Expense * | 35 | 500 | Volunteer recognition incentives |
| Insurance * | 36 | 13,500 | General liability, auto, personal property insurance |
| Subcontracted Direct Service Costs * | 37 | 0 | |
| Miscellaneous * | 38 | 114,343 | Repair & maintenance of nutrition sites, miscellaneous program supplies and equipment, IT support |
| Indirect Costs (Maximum 10% of Total) * | 40 | 99,087 | 10% of total OoA costs |

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



Riverside County Office on Aging
 Contractor Budget: Program Resources
 Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
 Revision:
 OTO:

Contractor:
 Program and Service:
 Vendor #:

Family Service Association
 TITLE IIIC-2
 5799

Date: 10.01.2020

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|-------------------|-----------|
| | RCOoA Award Amounts: | | | |
| 14 | Federal Awards | | 342,202.00 | |
| 15 | Federal OTO | | | |
| 16 | State Awards | | | |
| 17 | State OTO | | | |
| 18 | Other Award (IFS *) | | | |
| 19 | Other Award (IFS *) | | | |
| 20 | Total RCOoA Award Amounts | | 342,202.00 | OK |
| 21 | Program Income (May not be used for match): | | | |
| 22 | Donations from Program Participants | | 15,000.00 | |
| 23 | Other Program Income (IFS *) | | 107,800.00 | |
| 24 | Other Program Income (IFS *) | | | |
| 25 | Total Program Income (May not be used for match) | | 122,800.00 | OK |
| 26 | Match Cash (From non-Federal sources): | | | |
| 27 | Donations NOT from Program Participants | | | |
| 28 | Fundraising Events | | | |
| 29 | Proceeds from Sale of Property / Equipment | | | |
| 30 | Service Fees Income (Non-RCOoA units) | | | |
| 31 | Other Match Cash (IFS *) | | | |
| 32 | Total Match Cash | | 0.00 | OK |
| 33 | Match Third-Party In-Kind: | | | |
| 34 | Volunteer Services | | 28,800.00 | |
| 35 | Donated Materials / Space | | | |
| 36 | Other Match Third-Party In-Kind (IFS *) | | | |
| 37 | Other Match Third-Party In-Kind (IFS *) | | | |
| 38 | Total Match Third-Party In-Kind | | 28,800.00 | OK |
| 39 | Total Program Resources | | 465,002.00 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|-----------------------------|------|------------|-----------|
| Minimum Required Match | Title IIIB (not Omb.), IIIC | 0.10 | 38,022.00 | 28,800.00 |
| Minimum Required Match | Title IIIE | 0.25 | 114,067.00 | 28,800.00 |
| Minimum Required Match | Title VII | 0.00 | 0.00 | 28,800.00 |

* IFS = Include Funding Source

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

- Program Resources cell G20 must equal Program Costs cell I45.
- Program Resources cell G25 must equal Program Costs cell E45.
- Program Resources cell G32 must equal Program Costs cell F45.
- Program Resources cell G38 must equal Program Costs cell H45.
- Program Resources cell G39 must equal Program Costs cell D45.

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

Exhibit C: Service Provider Budget Detail



RIVERSIDE COUNTY OFFICE ON AGING



Riverside County Office on Aging
Contractor Budget: Program Costs
Fiscal Year 2020-2021

October 1, 2020 to June 30, 2021

Original:
Revision:
OTO:

Contractor:
Program and Service:
Vendor #:

Family Service Association
TITLE IIIIC-2
5799

Date: 10.01.2020

| Budget Line Items | Total Cost | Program Inc. | Cash Match | In-Kind Match | Total RCOoA |
|---|------------|--------------|------------|---------------|-------------|
| Paid Personnel | | | | | |
| 14 Total Salaries / Wages | 127,520.00 | | | | 122,520.00 |
| 15 Payroll Taxes | 11,026.00 | | | | 11,026.00 |
| 16 Workers' Compensation | 6,126.00 | | | | 6,126.00 |
| 17 Other Benefits | 612.00 | | | | 612.00 |
| 18 Total Paid Personnel | 140,284.00 | 0.00 | 0.00 | | 140,284.00 |
| 19 Third-Party In-Kind Personnel | | | | 28,800.00 | |
| 20 Total Personnel | 140,284.00 | 0.00 | 0.00 | 28,800.00 | 140,284.00 |
| 21 Travel & Training * | | | | | 0.00 |
| Equipment | | | | | |
| 23 Expendable Equipment (unit cost of < \$5,000) | | | | | 0.00 |
| 24 Non-Expendable Equipment (unit cost ≥ \$5,000) | | | | | 0.00 |
| 25 Total Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 26 Catered Food | 121,030.00 | 101,400.00 | | | 19,630.00 |
| 27 Raw Food | 48,412.00 | 21,400.00 | | | 27,012.00 |
| 28 Consultants * | 5,225.00 | | | | 5,225.00 |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 31 Lease / Rent * | 0.00 | | | | 0.00 |
| 32 Utilities * | 13,500.00 | | | | 13,500.00 |
| 33 Office Expense * | 8,550.00 | | | | 8,550.00 |
| 34 Vehicle Operations and Maintenance * | 27,000.00 | | | | 27,000.00 |
| 35 Outside Services * | 0.00 | | | | 0.00 |
| 36 Nutrition Education | 1,000.00 | | | | 1,000.00 |
| 37 Accounting * | | | | | 0.00 |
| 38 Audit * ** | 969.00 | | | | 969.00 |
| 39 Volunteer Expense * | 500.00 | | | | 500.00 |
| 40 Insurance * | 10,800.00 | | | | 10,800.00 |
| 41 Subcontracted Direct Service Costs * | | | | | |
| 42 Miscellaneous * | 46,643.00 | | | | 46,643.00 |
| 43 Total Other Direct Expenses | 108,962.00 | 0.00 | 0.00 | 0.00 | 108,962.00 |
| 44 Indirect Costs (Maximum 10% of Total) * | 41,089.00 | | | | 41,089.00 |
| 45 Total Program Costs | 465,002.00 | 122,800.00 | 0.00 | 28,800.00 | 342,202.00 |

OK OK OK OK OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

Program Costs cell D45 must equal Program Resources cell G39.

Program Costs cell E45 must equal Program Resources cell G25.

Program Costs cell F45 must equal Program Resources cell G32.

Program Costs cell H45 must equal Program Resources cell G38.

Program Costs cell I45 must equal Program Resources cell G20.

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



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020-2021

Exhibit C: Service Provider Budget Detail

RIVERSIDE COUNTY OFFICE ON AGING



Original:
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Date: 10.01.2020

Contractor:
 Program and Service:
 Vendor #:

Family Service Association
 TITLE IIIC-2
 5799

| Budget Line Items | Line # | Total RCOoA | Explanation |
|---|--------|-------------|---|
| Travel & Training * | 18 | 1,000 | Mileage reimbursement at Agency rate of \$0.40 per mile |
| Consultants * | 25 | 5,225 | Registered Dietitian services |
| Lease / Rent * | 28 | 0 | Rent / Occupancy costs at nutrition sites |
| Utilities * | 29 | 13,500 | Telephone, Electric, Water Sewer, and Trash costs for sites |
| Office Expense * | 30 | 8,550 | Leased copiers, and general office supplies |
| Vehicle Operations and Maintenance * | 31 | 27,000 | Fuel, oil, tires, and routine maintenance for vehicles |
| Outside Services * | 32 | 0 | |
| Accounting * | 33 | 1,000 | Professional Accounting fees |
| Audit * ** | 34 | 969 | Audit fees associated with OMB 2 CFR part 200 requirements |
| Volunteer Expense * | 35 | 500 | Volunteer recognition incentives |
| Insurance * | 36 | 10,800 | General liability, auto, personal property insurance |
| Subcontracted Direct Service Costs * | 37 | 0 | |
| Miscellaneous * | 38 | 46,643.000 | Repair & maintenance of nutrition sites, miscellaneous program supplies and equipment, IT support |
| Indirect Costs (Maximum 10% of Total) * | 40 | 41,089 | 10% of total OoA costs |



EXHIBIT D: INSURANCE REQUIREMENTS



- A. Without limiting or diminishing the Service Provider's obligation to indemnify or hold RCOoA 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, RCOoA 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 RCOoA 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. 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.
 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 RCOoA 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 its 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 AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside'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 exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RCOoA, and at the election of the County of Riverside's Risk Manager, Service Provider's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the RCOoA, 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 certified original copies of Endorsements effecting coverage as required herein, and
 - b. If requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original certified 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) that 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's insurance carrier(s) policies do 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 original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein, and the insurance required herein is in full force and effect. Service Provider shall not commence operation until RCOoA has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original 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 RCOoA'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; RCOoA reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County of Riverside 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 RCOoA.
9. Service Provider agrees to notify RCOoA 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



CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c),
(Older Americans Act Reauthorization Act of 2016, Section 306(a))

In the form below, provide the current list of designated community focal points and their addresses. This information must match the total number of focal points reported in the National Aging Program Information System (NAPIS) State Program Report (SPR), i.e., California Aging Reporting System, NAPISCare, Section III.D.

| Designated Community Focal Point | Address | Phone |
|--|---|----------------|
| Albert A. Chatigny Senior Community Recreation Center | 1310 Oak Valley Parkway Beaumont, CA 92223 | (951) 796-8524 |
| Arlanza Community Center – Bryant Park | 7950 Philbin Avenue Riverside, CA 92503 | (951) 351-6135 |
| Banning Senior Center | 769 North San Geronio Ave, PO Box 998 Banning, CA 92220 | (951) 922-3250 |
| The Cathedral Center/Cathedral City Senior Center | 37-171 West Buddy Rogers Avenue Cathedral City, CA 92234 | (760) 321-1548 |
| Coachella Senior Center | 1540 Seventh Street Coachella, CA 92236 | (760) 398-0104 |
| Colorado River Senior Community Center | HCR 20, Box 3408 – Rio Loco Blythe, CA 92225 | (760) 922-6133 |
| Corona Senior Center | 921 South Belle Street Corona, CA 92882 | (951) 736-2363 |
| Dales Senior Center – White Park | 3936 Chestnut Street Riverside, CA 92501 | (951) 826-5303 |
| Desert Hot Springs Senior Center | 11-777 West Drive Desert Hot Springs, CA 92240 | (760) 329-0222 |
| Doris Morgan Community Center <i>(Formerly the Blythe Community Center)</i> | 445 North Broadway Blythe, CA 92225 | (760) 922-8801 |
| Eddie Dee Smith Senior Center | 5888 Mission Boulevard Rubidoux, CA 92509 | (951) 275-9975 |
| Idyllwild Town Hall | 25925 Cedar Street Idyllwild, CA 92549 | (951) 659-2638 |
| Indio Senior Center | 45-700 Aladdin Street Indio, CA 92201 | (760) 391-4170 |
| James A. Venable Community Center | 50-390 Carmen Avenue Cabazon, CA 92230 | (951) 922-1097 |
| Janet Goeske Foundation and Senior Center | 5257 Sierra Street Riverside, CA 92504 | (951) 351-8800 |
| Jerry Rummonds' Senior Center | 87-225 Church Street, PO Box 701 Thermal, CA 92274 | (760) 347-3484 |

| Designated Community Focal Point | Address | Phone |
|---|--|----------------|
| Joslyn Senior Center | 73-750 Catalina Way Palm Desert, CA 92260 | (760) 340-3220 |
| Kay Cenicerros Senior Center | 29995 Evans Road Sun City, CA 92586 | (951) 672-9673 |
| La Quinta Wellness Center | 78-450 Avenida La Fonda La Quinta, CA 92247 | (760) 564-0096 |
| La Sierra Senior Center | 5215 La Sierra Riverside, CA 92505 | (951) 351-6435 |
| Lake Elsinore Senior Activity Center | 420 East Lakeshore Drive Lake Elsinore, CA 92530 | (951) 674-2526 |
| The LGBT Community Center of the Desert | 1301 North Palm Canyon Drive Palm Springs, CA 92262 | (760) 416-7790 |
| Marion Ashley Community Center | 25625 Briggs Road Menifee, CA 92585 | (951) 928-2700 |
| Mary Phillips Senior Center | 41845 Sixth Street Temecula, CA 92590 | (951) 694-6464 |
| Charles Meigs Community Center | 21091 Rider Street Perris, CA 92570 | (951) 210-1580 |
| Mizell Center | 480 South Sunrise Way Palm Springs, CA 92262 | (760) 323-5689 |
| Moreno Valley Senior Center | 25075 Fir Avenue Moreno Valley, CA 92553 | (951) 413-3430 |
| Moses Schaffer Community Center | 21565 Steele Peak Drive Perris, CA 92570 | (951) 943-9126 |
| Murrieta Senior Center | 41717 Juniper Street Murrieta, CA 92562 | (951) 304-7275 |
| Norco Senior Center | 2690 Clark Avenue, PO Box 428 Norco, CA 92860 | (951) 270-5647 |
| Norton Younglove Community Center | 459 West Center Street Riverside, CA 92507 | (951) 241-7221 |
| Norton Younglove Community Center | 908 Park Street, PO Box 1190 Calimesa, CA 92320 | (909) 795-2287 |
| Perris Senior Center | 100 North "D" Street Perris, CA 92570 | (951) 657-7334 |
| Riverside-San Bernardino County Indian Health | 11555 ½ Potrero Road Banning, CA 92220 | (951) 849-4761 |
| Ruth H. Lewis Community Center at Reid Park | 701 North Orange Street Riverside, CA 92501 | (951) 826-5654 |
| San Jacinto Community Center | 625 South Pico Avenue San Jacinto, CA 92583 | (951) 654-2054 |
| Stratton Community Center at Bordwell Park | 2008 Martin Luther King Boulevard Riverside, CA 92507 | (951) 826-5355 |
| Ysamel Villegas Community Center | 3091 Esperanza Street Riverside, CA 92503 | (951) 351-6142 |

Riverside County Office on Aging
 Standard Agreement
 RCOoA 2020-21

1. This Standard Agreement (herein referred to as "Agreement") is made and entered into by and between:

INDEPENDENT LIVING PARTNERSHIP, a California nonprofit corporation, (herein referred to as "Service Provider")

and

COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside County Office on Aging (herein referred to as "RCOoA")

2. The Agreement period of performance is:

October 1, 2020 to June 30, 2021, and may be renewed annually by a written amendment for up to three (3) years.

3. The maximum obligation of RCOoA to pay the Service Provider for Fiscal Year 2020-21 is:

\$27,639

Twenty Seven Thousand Six Hundred Thirty Nine Dollars

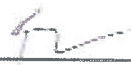

4. The Service Provider agrees to comply with the obligations as defined in the following documents, which are by this reference incorporated into the Agreement:

- Authorized Signatory Form
- Service Provider Agreement
- Exhibit A: Scope of Service - Title IIB - Assisted Transportation
- Exhibit B: Service Provider Budget Allocation Summary
Attachment 1 to Exhibit B: Budget & Reimbursement Provisions
- Exhibit C: Service Provider Budget Detail
- Exhibit D: Insurance Requirements
- Exhibit E: Community Focal Points List

5. This Agreement shall become effective upon signature of both parties on October 1, 2020, whichever should come first.

6. **Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUEFTA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUEFTA as amended from time to time. The CUEFTA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (f) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

| | |
|---|--|
| SERVICE PROVIDER Independent Living Partnership | COUNTY OF RIVERSIDE Riverside County Office on Aging |
| Date Signed: | JAN 12 2021 |
| By:  <small>Digitally signed by Richard Smith DN: cn=Richard Smith, o=Independent Living Partnership, ou=RCOoA, email=rs@ilp- riverside.org, c=US</small> | By:  KAREN SPIEGEL |
| Printed Name: Richard Smith | Printed Name: KAREN SPIEGEL |
| Title: CEO | Title: Chair, Board of Supervisors |
| Address: | Address: |
| 6226 River Crest Drive, Suite Q Riverside, CA 92507 | 3610 Central Avenue, Suite 300 Riverside, CA 92506 |

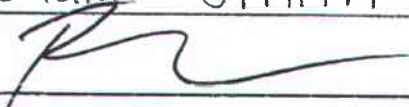
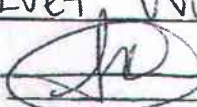
ATTEST:
 KECIA B. HARPER, Clerk
 By: 
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: 
 DANIELLE D. MALAND

JAN 12 2021 3:25

AUTHORIZED SIGNATORY FORM:

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

| Agreement/Amendments/Fiscal Year Closeout Report | |
|--|---|
| Name: <u>Richard Smith</u> | Title: <u>CEO</u> |
| Signature:  | |
| Phone: <u>951 653 0740</u> | E-mail address: <u>rsmith@ilp-trip.org</u> |
| Mailing Address(if different): | |
| Fiscal Documentation, Monthly Reimbursement Reports, Audits | |
| Name: <u>Ivet Woolridge</u> | Title: <u>COO</u> |
| Signature:  | |
| Phone: <u>951 653-0740</u> | E-mail address: <u>iwoolridge@ilp-trip.org</u> |
| Mailing Address(if different): | |
| Program Services, Program Reports | |
| Name: <u>Magaly Del Carmen</u> | Title: <u>Bilingual Administrative Specialist</u> |
| Signature: <u>Magaly Del Carmen</u> | |
| Phone: <u>951 653 0740</u> | E-mail address: <u>mdele@ilp-trip.org</u> |
| Mailing Address(if different): | |
| <i>In the event of an emergency, RCOoA may contact Service Provider Board Chairperson:</i> | |
| Name: <u>Eula Robertson-Ray</u> | |
| Phone #: <u>(908) 448-9470</u> | |
| Mailing: <u>47193 El Agadir Cir Palm Desert CA 92260</u> | |
| Email: <u>eularray@gmail.com</u> | |



SERVICE PROVIDER AGREEMENT



Please print four (4) copies of the Agreement, including all attachments and exhibits, review and approve by signing four (4) original signature pages. Please return all four (4) original signature pages and four (4) copies of the Agreement, including all attachments and exhibits, along with the approving Board of Director's meeting minutes, or similar.

Please obtain insurance documents (Exhibit D) and return all documents upon execution of this Agreement, to our office:

Riverside County Office on Aging
Attn: Contracts Division
P.O. Box 2099
Riverside, CA 92516

If you have any questions or concerns, please contact the Riverside County Office on Aging office at:
(951) 867-3800 – Main

Or email: OOAContracts@rivco.org

FY 2020-21 Schedule of Important Dates

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

TERMS AND CONDITIONS

TABLE OF CONTENTS

Agreement Term.....Article I

Assurances & Certifications.....Article II

Certifications under Penalty of Perjury

- A. Labor Board Relations
- B. Air or Water Pollution Violation
- C. Law, Policy and Procedure, Licenses, and Certificates
- D. Non-Discrimination
- E. Drug-Free Workplace Certification
- F. Lobbying Certification
- G. S.W.A.G.
- H. Covenant Against Contingent Fees
- I. Debarment, Suspension, Other Responsibility Matters
- J. Payroll Taxes and Deductions
- K. Child Support Compliance Act
- L. Conflict of Interest

Definitions.....Article III

Agreement Administration.....Article IV

- A. Approval
- B. Revisions/Modifications
- C. Service Provisions
 - 1. Standards of Work
 - 2. Staff and Volunteers
 - 3. Training/Education
 - 4. Reporting Requirements
 - 5. Fiscal Year Closeout Report
 - 6. Interagency Coordination
 - 7. Grievances
 - 8. Monitoring, Assessment and Evaluation
 - 9. Disaster Planning
- E. Documents and Records
 - 1. General Requirements
 - 2. Record Retention
 - 3. Rights in Data
 - 4. Copyrights
- F. Information Integrity, and Security
- G. Access
- H. Audit

General Requirements.....Article V

- A. Property
- B. Facility Construction & Report (Title III Only)
- C. Agreements in Excess of \$100,000
- D. Hold Harmless/Indemnification
- E. Subcontractor Agreements
- F. Resolution of Language Conflicts/Severability/Dispute Resolution Process
- G. Notices
- H. Relationship of Parties
- I. Governing Law/Venue
- J. Assignment
- K. Entirety of Agreement

Termination.....Article VI

Article I. AGREEMENT TERM

The Agreement period of performance is set forth in section 2 of the signature page. No work shall commence before the effective date of the Agreement. Any work performed prior to the effective date of the Agreement is considered performed at risk and may not qualify for reimbursement or compensation. Service Provider agrees to comply with all requirements set forth herein. Reimbursement provisions are included in Attachment 1 to Exhibit B.

Article II. ASSURANCES AND CERTIFICATIONS

CERTIFICATIONS UNDER PENALTY OF PERJURY:

A. LABOR BOARD RELATIONS:

By signing this Agreement, Service Provider swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Service Provider's failure to comply with an order of a federal court which ordered Service Provider to comply with an order of the National Labor Relations Board.

B. AIR OR WATER POLLUTION VIOLATION:

By signing this Agreement, the Service Provider swears under penalty of perjury that the Service Provider is not:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. Determined to be in violation of provisions of federal law relating to air or water pollution.

C. LAW, POLICY AND PROCEDURE, LICENSES, AND CERTIFICATES

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

D. NON-DISCRIMINATION:

1. The Service Provider shall comply with all applicable State and federal statutes relating to nondiscrimination whether expressly set forth herein or not.
2. Service Provider shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
3. The Service Provider assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 USC Section 12101 et seq.).

4. Unless exempted, Service Provider assures compliance with the requirements of California Government Code section 11135 et seq., and Title 2 of the California Code of Regulations section 11140 et seq., which prohibits discrimination of recipients of State financial assistance against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR § 98323)
5. The Service Provider shall ensure compliance with the requirements of California Public Contract Code section 2010 by submitting a completed California Civil Rights Law Certification, prior to execution of this Agreement. The Certification is available at: <http://www.dgs.ca.gov/ols/Forms.aspx> The California Civil Rights Laws Certification ensures Service Provider compliance with the Unruh Civil Rights Act (Cal. Civ. Code section 51) and the Fair Employment and Housing Act (Cal. Gov. Code section 12960), and ensures that Service Provider internal policies are not used in violation of California Civil Rights Laws.
6. Unless specifically exempted, Service Provider assures compliance with California Government Code Section 12990 and California Code of Regulations, Title 2, Section 8103 in matters relating to reporting requirements and the development, implementation, and maintenance of a Nondiscrimination Program.
7. Service Provider agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave.
8. During the performance of this Agreement, Service Provider and its Subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Service Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Service Provider and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Service Provider shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Service Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Service Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
9. Benefits may not be denied to any individual who refuses to provide information with respect to citizenship or alien status unless such information is required by statute to determine eligibility for the benefit.
10. As part of the civil protections under Title VI, any Service Provider receiving federal funding may not exclude anyone otherwise eligible from receiving services because of limited proficiency in the English language; and Based on the Privacy Act of 1974, it is unlawful for any Federal, State, or local government to deny any individual a right, benefit, or privilege because that individual refuses to provide a Social Security number, unless disclosure of the Social Security number is required by Federal statute.

E. DRUG-FREE WORKPLACE CERTIFICATION:

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by California Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by California Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by California Government Code Section 8355(c), that every employee who works on behalf of this Agreement:
 - a. Will receive a copy of the Service Provider's drug-free policy statement, and
 - b. Will agree to abide by the terms of the Service Provider's statement as a condition of employment on the project or Award.

F. LOBBYING CERTIFICATION:

Service Provider certifies, to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the Service Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. S.W.A.G.

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

H. COVENANT AGAINST CONTINGENT FEES

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

I. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The Service Provider certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
2. Service Provider shall report immediately to RCOoA in writing any incidents of alleged fraud and/or abuse by either Service Provider or a subcontractor.
3. Service Provider shall maintain any and all records, documentation, or other evidence of fraud and abuse until otherwise notified by RCOoA.
4. Service Provider agrees to timely execute any and all amendments to this Agreement or other required documentation relating to a subcontractor's debarment/suspension status.

J. PAYROLL TAXES AND DEDUCTIONS:

The Service Provider shall promptly forward payroll taxes, insurances, and contributions, including the State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

K. CHILD SUPPORT COMPLIANCE ACT:

The Service Provider acknowledges in accordance with Public Contract Code 7110 that:

1. Child and family support obligations are important and the Service Provider shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
2. To the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

L. CONFLICT OF INTEREST:

1. The Service Provider shall prevent employees, consultants or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business or other ties. In the event that RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Service Provider's officers, agents or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.
3. RCOoA will not reimburse salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.

Article III. DEFINITIONS

- A. "Administrative" and/or "Administration" means the make-up of the Service Provider herein. The make-up of the Service Provider includes, but not limited to, the Service Provider's business licensure, Internal Revenue Services (IRS) status, Board of Directors and hierarchy organization, internal control policies/procedures/processes for all aspects of the Service Provider.
- B. "Agreement" means this Standard Agreement and all attachments and exhibits and any amendments thereto.
- C. "Budget" means the allowable and reimbursable costs which are necessary to deliver the service as identified in the awarded cost proposal and in Exhibit C-Budget and Payment. Budget details include salaries, direct and indirect costs identified in line item details and Administrative costs. Exhibit C provides the funding, Budget, and payment provisions.
- D. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- E. "Eligible Service Population for Title III B, C-1, C-2, & D" means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP) and older individuals residing in rural areas.
- F. "Eligible Service Population for Title III E" means an adult family member or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.
- G. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- H. "OAA" means Older Americans Act.
- I. "Priority Services for Title IIIB" means those services associated with access to services (outreach, transportation, information & assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

- J. "Priority Services for Title III E" means services provided to: (a) caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals), (b) older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities, or (c) family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
- K. "Program Requirements" means the service delivery requirements contained in this Agreement and the requirements found in the OAA (42 U.S.C.3001-3058); the Code of Federal Regulations (45 CFR 1321); the California Code of Regulations (22 CCR 7700 et seq.); and CDA Program Memoranda and RCOoA guidance; and California Retail Food Code (CRFC).
- L. "RCOoA" means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.
- M. "Service Provider" means the contracting party set forth in section 1 on the signature page awarded funds under this Agreement. Service provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions under this Agreement.
- N. "Service Recipient" also referred to as client, consumer, participant, means the eligible individual who is receiving Federally Funded Title IIIB, IIIC, IIIE Services through funding allocated by the State, and provided through this Agreement.
- O. "Services" means Titles IIIB, IIIC (C1&C2), IIIE, federally mandated and funded activities targeted for the senior population. Activities include: Personal Care, Homemaker Services, Adult Day Care, Respite (day care & In-home), Nutrition Services (Congregate & Home-Delivered), and Family Caregiver Support Program Services (FCPS). The FCPS categories are: Information Services, Access Assistance, Support Services Respite Care, Supplemental Services.
- P. "Subcontractor Agreement" means a written contractual arrangement between Service Provider and a subcontractor/vendor to carry out a portion of the services and supported with funding from this Agreement.

Article IV. AGREEMENT ADMINISTRATION

In accordance with Riverside County Ordinance 459, which includes the federal and State requirements for Procurement of Services, set forth in 45 CFR 92.36 and 22 CCR 7352, all elements of the Procurement Process including: Request for Proposal #OAARC-0019 -Coordinated Care Programs Older Americans Act: Title III, VII, & HICAP Services, Proposal submitted, Background, Program/Financial Evaluation, and Award, as facilitate by the Purchasing Department, the Title III and Title VII Older Adult Services competitive bid is awarded to Service Provider.

A. APPROVAL:

1. Service Provider shall be a nonprofit entity. For-profit entities require approval from CDA prior to RCOoA making an award. Service Provider shall be in good standing with the Secretary of State of California and shall maintain the status throughout the term of this Agreement. Failure to maintain good standing by the Service Provider shall result in suspension or termination of this Agreement with RCOoA until satisfactory status is restored.
2. Service Provider shall Submit written approval documentation for Board of Directors authorization to sign the Agreement which supports the service provisions, as proposed and negotiated, in response to the competitive bid for senior services.
3. Service Provider has no authority or approval to enter into any Agreement or incur obligations on behalf of RCOoA.
4. Technical guidance regarding any Term and/or Condition of this Agreement will be obtained from RCOoA.

B. REVISIONS/MODIFICATIONS:

1. Any revision or modification to this Agreement shall be memorialized in a written Amendment signed by the authorized representatives of both parties. No oral understanding or agreement is binding on either RCOoA or the Service Provider.
2. RCOoA may determine Service Provider is considered "high risk" as described in 45 CFR 74.14 for non-profits. Upon such determination, Service Provider will be notified in writing, of any special conditions, accommodations, limitations, or restrictions.

C. SERVICE PROVISIONS:

1. Standards of Work:

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

2. Staff and Volunteers:

- a. Maintain adequate staff, as required by governing federal, State laws and county requirements, to fulfill the service provision(s). The staffing requirements necessary for the successful delivery of services

are described in Exhibit A: Scope of Services and at rates and amounts identified in Exhibits B-Budget Allocation Summary, and Attachment 1 to Exhibit B-Budget & Reimbursement Provisions.

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

3. Training/Education:

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

4. Reporting Requirements:

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

client information into the information system used by RCOoA. Quarterly and/or annual reports will be submitted as required or requested.

- e. Additional reporting requirements, specific to the service being provided is included in the Exhibit A-Scope of Work. Additional fiscal reporting requirements are, identified in the Attachment 1 to Exhibit B.
- f. Reports may be submitted electronically or in the requested reporting format.
- g. RCOoA and Service Provider shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
- h. Failure to comply with Program and/or Fiscal reporting requirements will exclude Service Provider from eligibility to receive One-Time-Only funding, which is further, described in Attachment 1 to Exhibit B.

5. Fiscal Year Closeout Report:

- a. The Fiscal Year Closeout Report covering July 1 to June 30 is required to be submitted annually, no later than July 10 and signed by a designated Authorized Signatory.
- b. The final Fiscal Year Closeout Report shall include, but is not be limited to; actual accruals for any unpaid obligations; program expenditures and revenues, any corrections or adjustments necessary to bring the report into agreement with balanced general ledger; and adjustments for prepaid expenses to be partially credited to the current fiscal year and charged to the following fiscal year, such as insurance premiums.

6. Interagency Cooperation:

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

7. Grievances:

- a. Grievances are complaints, unresolved issues, negative interactions/results experienced with service and/or service delivery. Service Provider must establish and maintain a written grievance process for service recipients to resolve complaints of negative situations in the delivery of service. Efforts to resolve the grievance topic/situation will be made. At a minimum, the grievance process will include:
 1. How to file a grievance, which may include a form and where to file a complaint;
 2. Time frames of the grievance process for review, investigation and written response;
 3. A statement in the written response that if grievant is dissatisfied with the results of the review, the next step is to submit a written appeal to the RCOoA;
 4. Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law. The minimum necessary information relevant to the grievance may be released during the investigation, review and response.
- b. The grievance process shall be posted and accessible in visible areas, as well as delivered by person or mail to homebound service recipients.

- c. The grievance process and/or forms will be available in the primary languages of service participants who communicate in another language.
- d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the Service Provider area of expertise or authority.

8. Monitoring, Assessment and Evaluation:

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

a. Service Recipient:

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

b. Internal Procedures and Processes:

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

9. Disaster Planning:

As part of the area-wide disaster assistance planning, Service Provider shall:

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

E. DOCUMENTS & RECORDS:

1. General Requirements:

- a. Documents and records developed, utilized, and required for successful delivery of services through this Agreement will be made available for review, inspection, monitoring and/or audit at appropriate times during and/or after the Agreement ends.
- b. Documents and records necessary in the delivery of services funded through this Agreement, will be made available for inspection and audit by RCOoA and/or State authorized agents, at any time during normal business hours.
- c. A procedure to process requests for documents, records, confidential information or other information shall be maintained and may include notification to RCOoA of certain requests received and/or processed.
- d. Records and information requests from RCOoA shall be processed within 10 working days of the

- request.
- e. Service Provider shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures and press releases.
 - f. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
 - g. Complete, auditable records of service delivery, expenditures and other information relating to the services provided will be maintained and retained.

2. Record Retention:

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

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

3. Rights in Data:

- a. The Service Provider shall not publish or transfer any materials, including "subject data" defined below, produced or resulting from activities supported by this Agreement without the express written consent of the CDA or RCOoA, as applicable. Consent shall be given or denied after the written request is received by the RCOoA. A copy of the material for review should be submitted with the request. This subsection is not intended to prohibit the Service Provider from sharing identifying client information as authorized by the service recipient, as allowed by law, or provide summary program information which is not client-specific and contains no confidential information.
- b. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment description, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial cost reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
- c. The State or RCOoA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.
- d. If Service Provider is given the express written consent of the CDA or RCOoA to publish materials, the published materials shall:
 - 1. State that, "The materials were a result of a project funded through RCOoA of CDA, as applicable";

2. Give the name of the entity, the address and telephone number at which the supporting data is available; and,
3. Include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA", and where applicable, "The publication may not be based upon or inclusive of all raw data."

4. Copyrights:

- a. If any material funded by this Agreement is subject to copyright, the State and/or RCOoA reserves the right to copyright such material and the Service Provider agrees not to copyright such material, except when granted permission.
- b. The Service Provider may request permission to copyright material by writing to the Director of RCOoA. The Director of RCOoA shall notify the Service Provider if it has been granted permission to copyright material or give the reason it has been denied permission to copyright material in writing.
- c. If the material is copyrighted with the consent of the State and/or RCOoA, the State and/or RCOoA 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.
- d. The Service Provider certifies that it has appropriate systems and controls in place to ensure funds provided for under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

F. INFORMATION INTEGRITY, AND SECURITY:

1. Information Assets:

- a. The Service Provider, and its Subcontractors/Vendors, shall have in place operational policies, 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., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the 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

2. Encryption of Computing Devices:

- a. The Service Provider, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored 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 portable

electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure:

- a. The Service Provider, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
- b. The Service Provider, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. The Service Provider, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Service Provider's obligations under this Agreement. The Service Provider and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
- e. The Service Provider and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than RCOoA or CDA without prior written authorization from RCOoA or CDA. The Service Provider may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Service Provider, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Service Provider accept such blanket authorization from any participant.

4. Security Awareness Training:

1. The Service Provider's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- b. The Service Provider must maintain certificates of completion on file and provide them to CDA upon request.

5. Health Insurance Portability and Accountability Act (HIPAA):

- a. The Service Provider agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

6. Information Integrity and Security Statement:

- a. The Service Provider shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Service Provider is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

7. Security Incident Reporting:

- a. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Service Provider, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

8. Security Breach Notifications:

- a. Notice must be given by the Service Provider, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

9. Software Maintenance:

- a. The Service Provider, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

10. Electronic Backups

- a. The Service Provider, and its Subcontractors/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. The Service Provider, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

11. The provisions contained in this section shall be included in all contracts of both the Service Provider and its Subcontractors/Vendors.

G. ACCESS:

1. The Service Provider shall provide access to any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representatives to any books, documents, papers, and records of the Service Provider or a Subcontractor which are directly pertinent to this specific Agreement to review or copy for the purpose of making an audit, examination, excerpts, and transcriptions. Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
2. The Service Provider shall permit any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representative access to its premises and/or facility(ies), upon reasonable notice, during normal business hours to determine Service Provider's conformity with this Agreement.
3. The Service Provider shall include these requirement in its subcontracts.

H. AUDIT:

1. If Service Provider expends \$750,000 or more in federal funds annually, it shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: 1. Performed timely—within 30 days after the receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; 2. Properly procured—use procurement standards provided for in OMB Circular 133 and provide maximum opportunities to small and minority audit firms; 3. Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; 4. All inclusive—includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of the Agreements; and the schedule of findings and questioned costs; and 5. All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:

Riverside County Office on Aging
Attn: Fiscal Division
P.O. Box 2099
Riverside, CA 92516

2. A Service Provider expending less than \$750,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection. 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be received at RCOoA within 90 days after the end of the fiscal year. Should Service Provider not be able to submit this audit with the time requested, an extension must be obtained in advance from RCOoA.
3. Service Provider assures RCOoA that all subcontractors are audited as required by State and federal law.
4. Service Provider shall be required to include in its contracts with the auditors selected by Service Provider that the auditors will comply with all applicable audit requirements/standards. Service Provider shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Service Provider performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued and how findings were resolved.
5. The audit timeframe shall include the period of performance of this Agreement. If Service Provider is not on the same fiscal year (July 1-June 30) as RCOoA, a reconciliation and supplementary information, prepared by the same certified public accountant, who performed the audit, so accounts can be reconciled to the Agreement. Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.
6. RCOoA shall have access to all audit reports and supporting work papers of the Service Provider and subcontractors.
7. Where the Service Provider engages an independent auditor, the Service Provider shall provide a clause for permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. Maintaining such independent audit records shall be for a period of three (3) years after final payment under the Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer

8. The Service Provider shall cooperate with and participate in any audit or review which may be required by RCOoA.
9. Failure to comply with Audit requirements will exclude Service Provider from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.
10. Authorized RCOoA representatives have the right to monitor, assess, and evaluate the Service Provider's Administrative, fiscal, and program performance controls. Monitoring, assessment, and evaluation may include, but is not limited to, Administrative, fiscal and program processes, policies, audits, inspections of service(s) premises, inspection of food preparation sites, interviews of project staff, and participants.
11. Service Provider shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any Administrative program and fiscal staff, available during any audit review.
12. Service Provider shall, upon request, make available client participation records and fiscal records which confirm all data contained in Monthly Performance and Monthly Financial Report (MFR). Service Provider is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a CDA audit of RCOoA has been completed and an audit resolution has been issued. The information shall be maintained in an organized manner.

Article V. GENERAL REQUIREMENTS

A. PROPERTY:

1. Unless otherwise provided for in this section, property refers to all assets used in operation of this Agreement.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
 - a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Additions, improvements, and betterments to assets meeting all of the conditions in paragraph 2 above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
4. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to

- acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
5. The Service Provider shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in paragraph 2 above, and submit to RCOoA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Service Provider or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the RCOoA. The Service Provider shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024). The Service Provider shall record, at minimum, the following information when property is acquired:
 - a. Date acquired.
 - b. Item description (include model number).
 - c. CDA tag number.
 - d. Serial number (if applicable).
 - e. Purchase cost or other basis of valuation.
 - f. Fund source
 6. **Disposal of Property:**
 - a. Prior to disposal of any property purchased by the Service Provider or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Service Provider must obtain approval from RCOoA for all reportable property as defined in paragraph 2 of this section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from RCOoA. The Service Provider shall submit to RCOoA a Request to Dispose of Property (CDA 248). RCOoA will then instruct the Service Provider on disposition of the property. Once approval for disposal has been received from RCOoA and the Service Provider has reported to RCOoA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Service Provider's inventory report.
 - b. The Service Provider must remove all confidential, sensitive, or personal information from 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, cell or smart phones, multi-function printers, and laptops.
 7. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Service Provider shall promptly notify RCOoA.
 8. The State reserves title to all 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 the parties.
 9. The Service Provider shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Service Provider has complied with all written instructions from RCOoA regarding the final disposition of the property.
 10. In the event of the Service Provider's dissolution or upon termination of this Agreement, the Service Provider shall provide a final property inventory to RCOoA. RCOoA reserves the right to require the Service Provider to transfer such property to another entity, or to the RCOoA.
 11. To exercise the above right, after termination of this Agreement or notification of the Service Provider's dissolution, RCOoA will issue specific written disposition instructions to the Service Provider.
 12. The Service Provider shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Service Provider shall use it, if needed, and with written approval of RCOoA for other purposes in this order:
 - a. For another CDA program providing the same or similar service.

- b. For another CDA-funded program.
- 13. The Service Provider may share use of the property and equipment or allow use by other programs, upon written approval from RCOoA. As a condition of the approval, RCOoA may require reimbursement under this Agreement for its use.
- 14. The Service Provider or subcontractors shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately-owned business entity. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- 15. The Service Provider shall include the provisions contained in this section in all its subcontracts awarded under this Agreement.

B. FACILITY CONSTRUCTION OR REPAIR (TITLE III ONLY)

- 1. This section applies only to Title III funds. Title III funds may be used for facility construction or repair. When applicable for purposes of construction or repair of facilities, Service Provider shall comply with the provisions contained in the following provisions and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR 60]
- 2. Service Provider shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by RCOoA or CDA (if applicable).
- 3. When funding is provided for construction and non-construction activities, the Service Provider must obtain prior written approval from RCOoA or CDA (if applicable) before making any fund or budget transfers between construction and non-construction.

C. AGREEMENTS IN EXCESS OF \$100,000

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

- 1. Clean Air Act, as amended. [42 USC 7401]
- 2. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
- 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- 5. Unruh Civil Rights Act [Cal. Pub. Con. Code §2010]

D. HOLD HARMLESS/INDEMNIFICATION:

Service Provider shall indemnify and hold harmless the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "County Indemnitees") from any liability, action, claim, or damage whatsoever, based or asserted upon any services 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 or any other element of any kind or nature. Service Provider shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or

awards) in any claim or action based upon such acts, omissions or services. With respect to any action or claim subject to indemnification herein by Service Provider, Service Provider shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCOoA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Service Provider's indemnification to County Indemnitees as set forth herein. Service Provider's obligation hereunder shall be satisfied when Service Provider has provided to RCOoA the appropriate form of dismissal relieving RCOoA from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Service Provider's obligations to indemnify and hold harmless County Indemnitees herein from third party claims.

E. SUBCONTRACTOR AGREEMENTS:

1. Service Provider shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists, Service Provider shall follow the procurement requirements applicable to the relationship. Before Service Provider enters into a subcontract with a for-profit organization, it shall obtain the approval of RCOoA.
2. Service Provider shall include the Assurances and Certifications in the award documents in all subcontracts. In addition, Subcontractor Agreements shall contain language of this Agreement and require the subcontractors 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 shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
4. Any subcontracting private entity shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Service Provider until satisfactory status is restored.
5. Service Provider is responsible for subcontractor responsibilities and will ensure the service deliverables are being met to fulfill all of the obligations of this Agreement.
6. Copies of Subcontractor Agreements, interagency cooperation arrangements, Memorandums and/or Letters of Understanding shall be maintained and available to RCOoA for review upon request.
7. Service Provider shall monitor subcontractor(s) to ensure compliance with the service provisions and other requirements included in this Agreement, including insurance requirements.
8. Notification of any changes to subcontractors or subcontracted services shall be sent to RCOoA.
9. Agreement funds shall not be obligated for services beyond the ending date of this Agreement.

F. RESOLUTION OF LANGUAGE CONFLICTS/SEVERABILITY/DISPUTE RESOLUTION PROCESS:

1. The Agreement and any other applicable program requirements have the following order of precedence, if there is any conflict in what they require:
 - a. The Older Americans Act and other applicable federal statutes and their implementing regulations.
 - b. If applicable, the Older Californians Act and other California State codes and regulations.
 - c. Standard Agreement AP-2021-21 between RCOoA and CDA, including all exhibits and any amendments thereto.
 - d. This Agreement, including all exhibits and any amendments thereto.
 - e. Any other documents incorporated herein by reference.
 - f. Program memos and other guidance issued by CDA and RCOoA.

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 shall remain in full force and effect.
3. In the event of a dispute or grievance arising under 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. The decision of the RCOoA Director shall be final and the Service Provider has no right of appeal to CDA. The Service Provider shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
 - b. Contract resolution must occur within 15 months of the contract closeout.

G. Notices:

1. Any notice required by this Agreement or by law is considered given when delivered in person or by mail (registered/certified, overnight, postage prepaid, return receipt requested) with a trackable delivery.
2. Notices delivered in person or by mail, as described above will be addressed as follows:

RCOoA
Riverside County Office on Aging
Attention: Contracts Division
P.O. Box 2099
Riverside, CA 92516

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

H. Relationship of Parties:

The Service Provider is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of RCOoA. It is expressly understood and agreed that the Service Provider (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which RCOoA employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Service Provider shall hold RCOoA harmless from any and all claims that may be made against RCOoA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

I. Governing Law/Venue:

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of

venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

J. Assignment:

Service Provider shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of RCOoA. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

K. Entirety of Agreement:

This Agreement, including any attachments or exhibits or documents incorporated herein, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

Article VI. TERMINATION

A. This Agreement may be terminated by either party, in whole or in part, without cause, at any time during the Agreement period of performance, upon sixty (60) days prior written notice to the other party.

B. RCOoA may terminate, in whole or in part, for cause this Agreement and RCOoA shall be relieved of the payment of any consideration to the Service Provider. Termination for cause shall be effective thirty (30) days from the delivery of the notice of termination unless the grounds for termination are due to threat to life, health or safety of the public, and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include, but are not limited to, the following:

1. A violation of the law or failure to comply with any condition of this Agreement;
2. Inadequate 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 an unsatisfactory financial condition as determined by RCOoA, as to endanger performance of this Agreement, which includes the loss of other funding sources;
5. Delinquency in payment of taxes or payment of costs for 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 or the 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.

- C. RCOoA shall provide a 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.
- D. After receipt of a Notice of Termination, Service Provider shall 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.
- E. After receipt of a Notice of Termination, Service Provider shall (1) stop work as specified in the notice of termination, (2) place no further orders or subcontracts for materials, services or facilities, except as may be necessary to complete the continued portion of the Agreement, (3) terminate all subcontracts to the extent they related to the work terminated, and (4) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- F. 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
Fiscal Year 2020-21
October 1, 2020 through June 30, 2021



INDEPENDENT LIVING PARTNERSHIP

TITLE IIIB - ASSISTED TRANSPORTATION

I. SCOPE OF SERVICES

- A. Services will be provided as described in the awarded proposal, in response to the Request for Proposals #OAARC-0019, and as described herein.
- B. Service Provider must use the referral and intake forms provided or approved by RCOoA, for each new client served, and take appropriate measures to provide or refer the appropriate services as warranted by the intake form. A copy of this form must be maintained on file and made available for review. RCOoA Intake Form can be found on the Office on Aging website at www.rcaging.org or by contacting RCOoA Contracts Department directly.
- C. Service Provider will coordinate program services, as appropriate, with other senior services providers in the community, i.e., transportation, housing, health providers, churches, civic groups, etc.

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

SA1: Corona/Norco/Eastvale; Coronita, El Cerrito, Home Gardens, Mira Loma, Temescal Valley, Lake Mathews

SA2: Riverside/Jurupa Valley; El Sobrante, Glen Avon, Highgrove, Pedley, Rubidoux

SA3: Moreno Valley/Perris; Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview

SA4: Menifee/Winchester/Lake Elsinore; Homeland, Canyon Lake, Romoland, Warm Springs, Sun City, Quail Valley, Lakeland Village

SA5: Murrieta/Temecula/Wildomar; Aguanga, Anza, French Valley, Lake Riverside

SA6: Banning/Beaumont/Calimesa; Cabazon, Cherry Valley

SA7: Hemet/San Jacinto; East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista

SA8: Desert Hot Springs/Palm Springs/Cathedral City; Desert Edge, Garnet, Sky Valley, Thousand Palms, Whitewater

SA9: Rancho Mirage/Palm Desert/Indian Wells; Desert Palms

SA10: La Quinta/Indio/Coachella; Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Vista Santa Rosa

SA11: Blythe; Desert Center, Ripley, Mesa Verde

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

III. TARGET POPULATION

- A. Eligible Service Population for Title III (except for Title III E) means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP) and older individuals residing in rural and isolated areas. [OAA Section 305 (a)(2)(E)] [Title 22, CCR Sections 7125, 7127, 7130, and 7135].

IV. SERVICE OBJECTIVES for each service is as follows:

A. **Assisted Transportation – 1 One Way Trip = 1 Unit**

Number of Units of Service to be provided: 9,853

Provision of assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicle transportation.

Special Contract Objectives:

The Service Provider will conduct information intake, referral, funding administration and disbursement, certification of completed trips, and quality assurance. The Service Provider will also leverage additional funding including government dollars with volunteer time and effort in order to maximize assisted transportation services for frail older persons as a means of supporting self-sufficiency and interdependence, and to keep them from becoming homebound or institutionalized.

V. ADDITIONAL REQUIREMENTS

- A. The Service Provider shall perform the following for Title III, Title VII, and/or Health Insurance Counseling and Advocacy Program (HICAP) Programs:
1. Implement the statutory provisions of the Title III, Title VII, and/or Health Insurance Counseling and Advocacy Program (HICAP) Programs in accordance with State and federal laws and regulations. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the RCOoA.
 2. Maintain an organization that shall have the ultimate accountability for funds received from RCOoA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

3. Meet the requirements under OAA Section 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA Section 301(a)(1)(B).
5. Provide a continuum of care for the vulnerable eligible service population as required under OAA Section 301(a)(1)(C).
6. Secure the opportunity for the eligible service population to receive managed in-home and long-term care services as required under OAA Section 301(a)(1)(D).
7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA Section 721.
8. Meet the requirements under the AB 1217 Lowenthal Home Care Services Consumer Protection Act laws that provides for the In-Home Supportive Services (IHSS) program, which includes eligibility requirements for individuals who provide services to recipients under the program.
9. Service Provider hereby agrees to comply with the RCOoA policies and procedures that are based on Title 22 California Code of Regulations, Division 1.8 California Department on Aging.



Riverside County Office on Aging Exhibit B: Service Provider Budget Allocation Summary



Fiscal Year 2020-21
October 1, 2020 to June 30, 2021
INDEPENDENT LIVING PARTNERSHIP

| Project Grant | Funded Program | Service Unit Reporting Description | CFDA # | Number of Units | Unit Rate | Federal Funding | RCOoA Maximum Obligation |
|---------------|-------------------------------------|------------------------------------|--------|-----------------|--|-----------------|--------------------------|
| OA60910FY21 | Title IIIB: Assisted Transportation | 1 Way Trip | 93.044 | 9,853 | \$5.85 | \$57,639 | \$57,639 |
| | | | | 9,853 | FY 2020-21 INITIAL ALLOCATION TOTAL | \$57,639 | \$57,639 |
| | | | | 9,853 | FY 2020-21 MAXIMUM OBLIGATION TOTAL | \$57,639 | \$57,639 |



ATTACHMENT 1 TO EXHIBIT B: BUDGET & REIMBURSEMENT PROVISIONS



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

A. BUDGET AND BUDGET REVISION

1. The Service Provider will be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Attachment and shall not be entitled to payment for these expenses until this Agreement is approved and executed by the County of Riverside. The approved Budget is included as Attachment C: Service Provider Budget Detail. The Service Provider Budget Detail identifies budget appropriation categories and line item reimbursable costs; including unit rates, quantity and totals associated with delivering services under this Agreement. The Service Provider Budget Detail includes, at a minimum, the following appropriations (budget categories) & line items, as reimbursable and allowable, under this Agreement:
 - a. Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b. Fringe Benefits.
 - c. Agreement Costs – subcontract and consultant cost detail.
 - d. Indirect Costs.
 - e. Rent – specify square footage and rate.
 - f. Supplies.
 - g. Equipment – detailed descriptions and unit costs.
 - h. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - i. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 - j. Other Costs – a detailed list of other operating expenses.
2. The Service Provider shall ensure that any Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section 1. above.
3. The Service Provider may transfer Agreement funds between line items under the following terms and conditions:
 - a. The Service Provider may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Service Provider shall not transfer funds designated for programs into administration line items.
 - b. The Service Provider shall submit a revised budget to RCOoA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
 - c. The Service Provider shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall be available to RCOoA upon request and shall be maintained in the same manner as all other financial records.
 - d. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the Agreement, and shall not include allocation transfers.

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 or appropriation of State and/or federal funds.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State 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 the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
3. No legal liability on the part of RCOoA for any payment may arise under this Agreement until funds are made available.

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

1. OTO funds are non-transferable between funding sources and can only be used in the program in which they were accrued.
2. Titles III and VII Program OTO funds shall only be used 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 caregivers to maintain the eligible service population in a home environment, as approved by RCOoA.
 - c. Innovative pilot projects, approved by CDA/RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53 (a)(b).
 - d. OTO funds may be used to maintain or increase baseline services, with RCOoA approval. However, programs funded with OTO funds shall not exceed OTO funding beyond the current fiscal year in which OTO funds are awarded.
3. Nutrition Services Incentive Program (NSIP) are OTO funds used to purchase food only in the Elderly Nutrition Programs.

D. Matching Requirements & Contributions:

1. "Matching Contributions" means the cash value and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Agreement funding.
 - a. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
 - b. Any matching contributions (cash or in-kind) must be verifiable from the records of the Service Provider or a subcontractor.
 - c. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
2. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
3. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
4. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
5. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
6. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
7. Matching contributions generated in excess of the minimum required are considered overmatch.
8. Program overmatch from Title III B or C cannot be used to meet the program match requirement for Title III E.
9. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

10. Expend not more than ten percent (10%) of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
11. Limit expenditures for Title III E Supplemental Services to twenty percent (20%) of the total Title III E federal and matching non-federal share.

E. Program Income:

1. "Program Income" means revenue generated by the Service Provider or the subcontractor from Agreement-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - 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.
2. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
3. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 3).
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Agreement period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

F. Expenditure of Funds:

1. The Service Provider shall expend and justify all funds received, as described in Attachment C: Service Provider Budget Detail.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Service Provider from paying any differences in costs, from funds other than those provided by RCOoA, between CalHR rates and any rates the Service Provider is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from RCOoA. [SCM 3.17.2.A(4)]

The Service Provider agrees to include these requirements in all agreements it enters into with subcontractors to provide services pursuant to this Agreement.

3. RCOoA reserves the right to refuse payment to the Service Provider or disallow costs for any expenditure, as determined by RCOoA to be: out of compliance with this Agreement, 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. [2 CFR 200] [45 CFR 75]

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 an amendment to Service Provider to reflect the reduced funding for this Agreement.
2. In the event that RCOoA elects to offer an amendment, it shall be mutually understood by both parties that RCOoA in its sole discretion shall determine the amount that this 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 Exhibit A or if spending pattern indicates the Service Provider will have unexpended funding at the end of the Agreement period of performance. RCOoA will be the sole determinant of all reduction of 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 by RCOoA, the Service Provider shall be compensated by RCOoA for completed services rendered prior to termination, subject to availability of funds, allowability of costs and audit verification.

I. Increase of Funds:

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

J. Supplanting Funds:

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

K. Acknowledging RCOoA Funding:

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

L. Interest Earned:

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RCOoA. Interest amounts up to \$500 per year may be retained by the Service Provider and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CRF 200.305 (b)(8)] [45 CFR 75.305(b)(8)]
3. The Service Provider must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - 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.
 - 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.

- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

M. Indirect Costs:

1. The maximum allowable reimbursement for indirect costs is ten percent (10%) of Service Provider's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
2. Service Provider requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Service Providers must received prior approval from RCOoA prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on building, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

N. Financial Management Systems:

1. Service Provider shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:
 - a. Financial Reporting.
 - b. Accounting Records.
 - c. Complete Disclosure.
 - d. Source Documentation.
 - e. Internal Control.
 - f. Budgetary Control.
 - g. Cash Management (written procedures).
 - h. Allowable Costs (written procedures).
2. RCOoA may require financial reports more frequently and/or with more detail, upon written notice to the Service Provider, until such time as RCOoA determines that the financial management standards are met.

O. Unexpended Funds:

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

PAYMENT

A. Advance Payments:

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

B. Monthly Reimbursement Payments:

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

C. **Accruals:**

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

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging

Contractor Budget: Program Resources

Fiscal Year 2020/2021

October 1, 2020 to June 30, 2021

3 Month

Contractor:

Independent Living Partnership

Program and Service:

Assisted Transportation

Vendor #:

70706

Original:

Revision:

Amendment:

Date: 10/01/2020

| | DESCRIPTION OF REVENUE | FUNDING SOURCE | AMOUNT | |
|----|---|----------------|----------------|-----------|
| | RCOoA Award Amounts: | | | |
| 11 | Federal & State | OA60910FY21 | 57,639 | |
| 12 | Federal & State OTO | | | |
| 13 | Other Award (IFS *) | | | |
| 14 | Other Award (IFS *) | | | |
| 15 | Other Award (IFS *) | | | |
| 16 | Total RCOoA Award Amounts | | 57,639 | OK |
| 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 | OK |
| 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 | OK |
| 29 | Match Third-Party In-Kind: | | | |
| 30 | Volunteer Services | | 49,168 | |
| 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 | | 49,168 | OK |
| 36 | Total Program Resources | | 106,807 | OK |

| Match Reference | | Rate | Minimum | Reported |
|------------------------|------------------|------|---------|----------|
| Minimum Required Match | Title IIIB, IIIC | 10% | 6,404 | 49,168 |
| Minimum Required Match | Title IIIE | 25% | 19,213 | 49,168 |

* 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: Service Provider Budget Detail



Riverside County Office on Aging
 Contractor Budget: Program Costs

Fiscal Year 2020/2021 October 1, 2020 to June 30, 2021

COVID19
 Contractor: Independent Living Partnership
 Program and Service: Assisted Transportation
 Vendor #: 70706

Original: X
 Revision:
 Amendment:

Date: 10/01/2020

| Budget Line Items | Total Cost | Program Inc | Cash Match | In-Kind Match | Total RCOoA |
|---|----------------|-------------|------------|---------------|---------------|
| Paid Personnel | | | | | |
| 11 Total Salaries / Wages | 14,681 | | | | 14,681 |
| 12 Payroll Taxes | 1,047 | | | | 1,047 |
| 13 Workers' Compensation | 321 | | | | 321 |
| 14 Other Benefits | 675 | | | | 675 |
| 15 Total Paid Personnel | 16,724 | 0 | 0 | | 16,724 |
| 16 Third-Party In-Kind Personnel | 49,168 | | | 49,168 | 0 |
| 17 Total Personnel | 65,892 | 0 | 0 | 49,168 | 16,724 |
| 18 Travel & Training * | | | | | 0 |
| Equipment | | | | | |
| 20 Expendable Equipment (unit cost of < \$500) | | | | | 0 |
| 21 Non-Expendable Equipment (unit cost ≥ \$500) | | | | | 0 |
| 22 Total Equipment | 0 | 0 | 0 | 0 | 0 |
| 23 Catered Food | | | | | 0 |
| 24 Raw Food | | | | | 0 |
| 25 Consultants * | | | | | 0 |
| Other Direct Expenses | | | | | |
| Building Rent and Utilities | | | | | |
| 28 Lease / Rent * | 2,250 | | | | 2,250 |
| 29 Utilities * | 1,667 | | | | 1,667 |
| 30 Office Expense * | 1,065 | | | | 1,065 |
| 31 Vehicle Operations and Maintenance * | 0 | | | | 0 |
| 32 Outside Services * | 1,800 | | | | 1,800 |
| 33 Accounting * | 1,125 | | | | 1,125 |
| 34 Audit * ** | 0 | | | | 0 |
| 35 Volunteer Expense * | 30,409 | | | | 30,409 |
| 36 Insurance * | 270 | | | | 270 |
| 37 Subcontracted Direct Service Costs * | 1,639 | | | | 1,639 |
| 38 Miscellaneous * | 690 | | | | 690 |
| 39 Total Other Direct Expenses | 40,915 | 0 | 0 | | 40,915 |
| 40 Indirect Costs (Maximum 10% of Total) * | 0 | | | | 0 |
| 41 Total Program Costs | 106,807 | 0 | 0 | 49,168 | 57,639 |

OK
OK
OK
OK
OK

* Requires explanation

** Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

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

Program Costs cell D41 must equal Program Resources cell G36.

Program Costs cell E41 must equal Program Resources cell G21.

Program Costs cell F41 must equal Program Resources cell G28.

Program Costs cell H41 must equal Program Resources cell G34.

Program Costs cell I41 must equal Program Resources cell G16.

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

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging
 Contractor Budget: Explanations
 Fiscal Year 2020/2021
 COVID19

Contractor:
 Program and Service:
 Vendor #:

October 1, 2020 to June 30, 2021

Independent Living Partnership
 Assisted Transportation
 70706

Original:
 Revision:
 Amendment:

Date: 10/01/2020



| Budget Line Items | Line # | Total RCOoA | Explanation |
|---|--------|-------------|--|
| Travel & Training * | 18 | 0 | |
| Consultants * | 25 | 0 | |
| Lease / Rent * | 28 | 2,250 | Pro-rated share of rent |
| Utilities * | 29 | 1,667 | Telephone expense included in this line item |
| Office Expense * | 30 | 1,065 | Supplies and Postage included in this line item |
| Vehicle Operations and Maintenance * | 31 | 0 | |
| Outside Services * | 32 | 1,800 | IT/Data Administration/Management |
| Accounting * | 33 | 1,125 | Pro-rated share of detailed monthly RCOoA expense tracking and reporting provided by Tomlinson CPA |
| Audit * ** | 34 | 0 | |
| Volunteer Expense * | 35 | 30,409 | Actual mileage reimbursement for volunteer drivers as submitted |
| Insurance * | 36 | 270 | Pro-rated share of liability and non-owned auto coverage of volunteer drivers |
| Subcontracted Direct Service Costs * | 37 | 1,639 | Sub-contracted 1-800 client referral |
| Miscellaneous * | 38 | 690 | Advertising/Marketing Cost |
| Indirect Costs (Maximum 10% of Total) * | 40 | 0 | |

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging
 Contractor Budget: Paid Personnel
 Fiscal Year 2020/2021
 COVID19

October 1, 2020 to June 30, 2021

Original:
 Revision:
 Amendment:

Contractor:
 Program and Service:
 Vendor #:

Independent Living Partnership
 Assisted Transportation
 70706

Date: 10/01/2020

| PAID PERSONNEL BY POSITION - SECTION A | | | | | | |
|--|---|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Richard Smith/Chief Executive Officer | 1.50 | 29.38 | 39 | 1,719 | |
| 2 | Ivet Woolridge/ Chief Operating Officer | 3.50 | 30.15 | 39 | 4,115 | |
| 3 | Magaly Del Carmen/Bilingual Administrative Spec | 3.50 | 22.61 | 39 | 3,086 | |
| 4 | Karen Long/ Administrative Specialist II | 3.70 | 22.81 | 39 | 3,292 | |
| 5 | Adrian Pinedo/ Data Entry Specialist | 4.20 | 15.07 | 39 | 2,469 | |
| | Total Salaries / Wages: Section A | | | | 14,681 | |
| | Total Salaries / Wages: Section B | | | | 0 | See detail in Section B |
| | Total Salaries / Wages: Section C | | | | 0 | See detail in Section C |
| | TOTAL SALARIES / WAGES | | | | 14,681 | |
| | Total Payroll Taxes | | | | 1,047 | |
| | Total Workers' Compensation | | | | 321 | |
| | Total Other Benefits | | | | 675 | |
| | TOTAL EMPLOYEE BENEFITS | | | | 2,043 | |
| | TOTAL PAID PERSONNEL | | | | 16,724 | |

| PAID PERSONNEL BY POSITION - SECTION B | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 4 | | | | 52 | 0 | |
| 5 | | | | 52 | 0 | |
| 6 | | | | 52 | 0 | |
| | Total Salaries / Wages: Section B | | | | 0 | |

| PAID PERSONNEL BY POSITION - SECTION C | | | | | | |
|--|-----------------------------------|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 7 | | | | 52 | 0 | |
| 8 | | | | 52 | 0 | |
| 9 | | | | 52 | 0 | |
| | Total Salaries / Wages: Section C | | | | 0 | |

Exhibit C: Service Provider Budget Detail



Riverside County Office on Aging
Contractor Budget: In-Kind Personnel
 Fiscal Year 2020/2021
 COVID19
Contractor:
Program and Service:
Vendor #:

Original: X
 Revision:
 Amendment:
 Date:

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|-------------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 1 | Volunteer Drivers | 105.06 | 12.00 | 39 | 49,168 | |
| 2 | | | | | 0 | |
| 3 | | | | | 0 | |
| | Third-Party In-Kind Personnel: Section A | | | | 49,168 | |
| | Third-Party In-Kind Personnel: Section B | | | | 0 | See detail in Section B |
| | Third-Party In-Kind Personnel: Section C | | | | 0 | See detail in Section C |
| | TOTAL THIRD-PARTY IN-KIND PERSONNEL | | | | 49,168 | |

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 4 | | | | 52 | 0 | |
| 5 | | | | 52 | 0 | |
| 6 | | | | 52 | 0 | |
| | Third-Party In-Kind Personnel: Section B | | | | 0 | |

| THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION C | | | | | | |
|---|--|----------------|-------------|---------------------|-----------------|------------------|
| # | Position / Title | Hours per Week | Hourly Rate | Contract # of Weeks | Contract Budget | Comments / Notes |
| 7 | | | | 52 | 0 | |
| 8 | | | | 52 | 0 | |
| 9 | | | | 52 | 0 | |
| | Third-Party In-Kind Personnel: Section C | | | | 0 | |



EXHIBIT D: INSURANCE REQUIREMENTS



- A. Without limiting or diminishing the Service Provider's obligation to indemnify or hold RCOoA 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, RCOoA 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 RCOoA 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. 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.
 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 RCOoA 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 its 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 AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside'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 exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RCOoA, and at the election of the County of Riverside's Risk Manager, Service Provider's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the RCOoA, 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 certified original copies of Endorsements effecting coverage as required herein, and
 - b. If requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original certified 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) that 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's insurance carrier(s) policies do 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 original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein, and the insurance required herein is in full force and effect. Service Provider shall not commence operation until RCOoA has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original 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 RCOoA'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; RCOoA reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County of Riverside 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 RCOoA.
9. Service Provider agrees to notify RCOoA 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



CCR Title 22, Article 3, Section 7302(a)(14), 45 CFR Section 1321.53(c),
 (Older Americans Act Reauthorization Act of 2016, Section 306(a))

In the form below, provide the current list of designated community focal points and their addresses. This information must match the total number of focal points reported in the National Aging Program Information System (NAPIS) State Program Report (SPR), i.e., California Aging Reporting System, NAPISCare, Section III.D.

| Designated Community Focal Point | Address | Phone |
|--|---|----------------|
| Albert A. Chatigny Senior Community Recreation Center | 1310 Oak Valley Parkway Beaumont, CA 92223 | (951) 796-8524 |
| Arlanza Community Center – Bryant Park | 7950 Philbin Avenue Riverside, CA 92503 | (951) 351-6135 |
| Banning Senior Center | 769 North San Geronio Ave, PO Box 998 Banning, CA 92220 | (951) 922-3250 |
| The Cathedral Center/Cathedral City Senior Center | 37-171 West Buddy Rogers Avenue Cathedral City, CA 92234 | (760) 321-1548 |
| Coachella Senior Center | 1540 Seventh Street Coachella, CA 92236 | (760) 398-0104 |
| Colorado River Senior Community Center | HCR 20, Box 3408 – Rio Loco Blythe, CA 92225 | (760) 922-6133 |
| Corona Senior Center | 921 South Belle Street Corona, CA 92882 | (951) 736-2363 |
| Dales Senior Center – White Park | 3936 Chestnut Street Riverside, CA 92501 | (951) 826-5303 |
| Desert Hot Springs Senior Center | 11-777 West Drive Desert Hot Springs, CA 92240 | (760) 329-0222 |
| Doris Morgan Community Center <i>(Formerly the Blythe Community Center)</i> | 445 North Broadway Blythe, CA 92225 | (760) 922-8801 |
| Eddie Dee Smith Senior Center | 5888 Mission Boulevard Rubidoux, CA 92509 | (951) 275-9975 |
| Idyllwild Town Hall | 25925 Cedar Street Idyllwild, CA 92549 | (951) 659-2638 |
| Indio Senior Center | 45-700 Aladdin Street Indio, CA 92201 | (760) 391-4170 |
| James A. Venable Community Center | 50-390 Carmen Avenue Cabazon, CA 92230 | (951) 922-1097 |
| Janet Goeske Foundation and Senior Center | 5257 Sierra Street Riverside, CA 92504 | (951) 351-8800 |
| Jerry Rummonds' Senior Center | 87-225 Church Street, PO Box 701 Thermal, CA 92274 | (760) 347-3484 |

| Designated Community Focal Point | Address | Phone |
|---|--|----------------|
| Joslyn Senior Center | 73-750 Catalina Way Palm Desert, CA 92260 | (760) 340-3220 |
| Kay Cenicerros Senior Center | 29995 Evans Road Sun City, CA 92586 | (951) 672-9673 |
| La Quinta Wellness Center | 78-450 Avenida La Fonda La Quinta, CA 92247 | (760) 564-0096 |
| La Sierra Senior Center | 5215 La Sierra Riverside, CA 92505 | (951) 351-6435 |
| Lake Elsinore Senior Activity Center | 420 East Lakeshore Drive Lake Elsinore, CA 92530 | (951) 674-2526 |
| The LGBT Community Center of the Desert | 1301 North Palm Canyon Drive Palm Springs, CA 92262 | (760) 416-7790 |
| Marion Ashley Community Center | 25625 Briggs Road Menifee, CA 92585 | (951) 928-2700 |
| Mary Phillips Senior Center | 41845 Sixth Street Temecula, CA 92590 | (951) 694-6464 |
| Charles Meigs Community Center | 21091 Rider Street Perris, CA 92570 | (951) 210-1580 |
| Mizell Center | 480 South Sunrise Way Palm Springs, CA 92262 | (760) 323-5689 |
| Moreno Valley Senior Center | 25075 Fir Avenue Moreno Valley, CA 92553 | (951) 413-3430 |
| Moses Schaffer Community Center | 21565 Steele Peak Drive Perris, CA 92570 | (951) 943-9126 |
| Murrieta Senior Center | 41717 Juniper Street Murrieta, CA 92562 | (951) 304-7275 |
| Norco Senior Center | 2690 Clark Avenue, PO Box 428 Norco, CA 92860 | (951) 270-5647 |
| Norton Younglove Community Center | 459 West Center Street Riverside, CA 92507 | (951) 241-7221 |
| Norton Younglove Community Center | 908 Park Street, PO Box 1190 Calimesa, CA 92320 | (909) 795-2287 |
| Perris Senior Center | 100 North "D" Street Perris, CA 92570 | (951) 657-7334 |
| Riverside-San Bernardino County Indian Health | 11555 ½ Potrero Road Banning, CA 92220 | (951) 849-4761 |
| Ruth H. Lewis Community Center at Reid Park | 701 North Orange Street Riverside, CA 92501 | (951) 826-5654 |
| San Jacinto Community Center | 625 South Pico Avenue San Jacinto, CA 92583 | (951) 654-2054 |
| Stratton Community Center at Bordwell Park | 2008 Martin Luther King Boulevard Riverside, CA 92507 | (951) 826-5355 |
| Ysamel Villegas Community Center | 3091 Esperanza Street Riverside, CA 92503 | (951) 351-6142 |