

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:

INLAND CAREGIVER RESOURCE CENTER, 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:

\$315,684

Three Hundred Fifteen Thousand Six Hundred Eighty Four Dollars

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

- Authorized Signatory Form
- Service Provider Agreement
- Exhibit A: Scope of Service - Title HR - Supportive Services
- Exhibit A.1: Scope of Service - Title HR - Family Caregiver Support Program (FCSP)
- 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 ("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 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		COUNTY OF RIVERSIDE	
Inland Caregiver Resource Center		Riverside County Office on Aging	
Date Signed:		Date Signed:	JAN 12 2021
By: Carmen Estrada	Digitally signed by Carmen Estrada Date: 2020.12.14 16:41:47 -0700	By: Karen S. Spiegel	KAREN SPIEGEL
Printed Name: Carmen Estrada		Printed Name:	KAREN SPIEGEL
Title: Executive Director		Title: Chair	Board of Supervisors
Address:		Address:	
1430 East Godley Drive, Suite 124 Colton, CA 92304		3810 Central Avenue, Suite 300 Riverside, CA 92506	




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

FOR 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: <u>Carmen Estrada</u>	Title: <u>Executive Director</u>
Signature: <u></u>	
Phone: <u>909-514-1404 ext. 119</u>	E-mail address: <u>carmene@inlandcaregivers.org</u>
Mailing Address(if different):	
Fiscal Documentation, Monthly Reimbursement Reports, Audits	
Name: <u>Carmen Estrada</u>	Title: <u>Executive Director</u>
Signature: <u></u>	
Phone: <u>909-514-1404 ext. 119</u>	E-mail address: <u>carmene@inlandcaregivers.org</u>
Mailing Address(if different):	
Program Services, Program Reports	
Name: <u>Carmen Estrada</u>	Title: <u>Executive Director</u>
Signature: <u></u>	
Phone: <u>909-514-1404 ext. 119</u>	E-mail address: <u>carmene@inlandcaregivers.org</u>
Mailing Address(if different):	
<i>In the event of an emergency, RCOoA may contact Service Provider Board Chairperson:</i>	
Name:	<u>Errol Mackzum</u>
Phone #:	<u>909-867-9061</u>
Mailing:	<u>P.O. Box 2339, Running Springs, CA 92354</u>
Email:	<u>emackzum@yahoo.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

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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/. 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 saccess 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



INLAND CAREGIVER RESOURCE CENTER
TITLE IIIB - SUPPORTIVE SERVICES

I. SCOPE OF SERVICES

- A. Services will be provided as described in the awarded proposal, in response to the Request for Proposals #OAARC-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. All services to be provided will be initiated by RCOoA in the form of a written 'Service Referral and Provision of Service Authorization Form' that includes a specified number of authorized services. The process will include:
 - 1. RCOoA to complete an intake and functional assessment of potential service recipients to establish eligibility and service need;
 - 2. RCOoA will complete and submit to Service Provider a 'Service Referral and Provision of Service Authorization Form' for each new client. This will inform the Service Provider of the allowable type and quantity of service(s) to be provided.
 - 3. Any additional or different service will need another Service Referral and Provision of Service Authorization Form from the RCOoA.
 - 4. Once the Service Referral and Provision of Service Authorization Form is received by Service Provider, the following timeline will be followed:

Action	Due
a. Return referral confirmation to RCOoA designee in a manner approved by RCOoA.	Within 24 hrs. of receipt of referral
b. Determine capacity to provide service; accept/or decline referral in a manner approved by RCOoA	Within 48 hrs. of receipt of referral
c. Contact service recipient to acknowledge referral and discuss service plan.	Within 72 hrs. of receipt of referral

d. Follow-up: Provide written status update on each client referred; including service start and completion dates in a manner approved by RCOoA	Within 20 days of receipt of referral
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5. Service Provider shall coordinate and cooperate with RCOoA in the monitoring, assessing and evaluating the adequacy of service authorized to appropriately meet the needs of the service recipients.
6. Service Provider has no authority to revise or modify a Service Referral and Provision of Service Authorization Form. Any change to the Service Referral and Provision of Service Authorization Form will be approved and referred by RCOoA in the form of a new Provision of Authorization.
7. Service Provider may request a modification to the Service Referral and Provision of Service Authorization Form on behalf of the service recipient by completing and submitting to RCOoA a Change of Service Request Form for consideration and approval.
8. 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 B 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. [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 Areas 1-11 (SA 1-11) and will be administered from the Inland Empire Regional Office located in Colton, with multiple points of service delivery throughout the service area, including partner agency locations in Riverside County. The project will target 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

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

IV. SERVICE OBJECTIVES for each service is as follows:

Supportive Services (Caring for Elderly)

A. Personal Care Services – 1 Hour = 1 Unit

Number of Units of Service to be provided: 2,524

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

B. Homemaker – 1 Hour = 1 Unit

Number of Units of Service to be provided: 2,208

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

Special Contract Objectives:

Demonstrate a plan for targeting populations of those older adults in greatest need.

C. Adult Day Care – 1 Hour = 1 Unit

Number of Units of Service to be provided: 3,366

Provision of personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care typically include social and recreational activities, training, and counseling.

Special Contract Objectives:

Links to transportation and nutrition programs may also be provided.

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 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.



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



INLAND CAREGIVER RESOURCE CENTER

TITLE III E – 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. 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)]

B. Older relative caregiver means a caregiver who is:

- 1) age 55 or older; and
- 2) lives with and is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
- 3) In the case of a caregiver for a child -
 - a) is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - b) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - c) has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally
- 4) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability. [OAA § 372(a)(3)]

C. Priority Service Recipients for Title III E are:

- 1) Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
- 2) Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA § 373(c)(2)(A-B)]
- 3) Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]

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

- A. Services offered by this program will target the county's Service Areas 1-11 (SA 1-11) and will be administered from the Inland Empire Regional Office located in Colton, with multiple points of service delivery throughout the service area, including partner agency locations in Riverside County. The project will target 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

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 target population groups as appropriate.

IV. SERVICE OBJECTIVES for each service is as follows:

The FCSP services to the eligible population are limited to the following services and expected objectives:

A. Family Caregiver Support Services (Caring for Elderly)

1. **Caregiver Assessment – 1 Hour = 1 Unit**
Number of Units of Service to be provided: 240

Family Caregiver Assessment is conducted by persons trained and experienced in the skills required to deliver the service that should result in a plan that includes emergency back-up provisions and is periodically updated. The Caregiver Assessment will result with the options and courses of action for caregivers by identifying:

- a) a willingness to provide care;
- b) duration and care frequency preferences of client and caregiver events and activities;
- c) caregiving abilities;
- d) physical health, psychological, social support, and training needs;
- e) financial resources education caregiving; and
- f) strengths and weaknesses within the immediate caregiving environment, including caregiver's extended informal support system.

2. **Caregiver Counseling – 1 Hour = 1 Unit**
Number of Units of Service to be provided: 160

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.

3. **Caregiver Support Group – 1 Hour = 1 Unit**
Number of Units of Service to be provided: 293

A Family Caregiver Support Group is provided to a group of 3 - 12 caregivers that is led by a competent facilitator; conducted at least monthly within a supportive setting or via a controlled access, moderated online or teleconference approach; for the purpose of sharing experiences and ideas to ease the stress of caregiving, and to improve decision- making and problem-solving skills related to their caregiving responsibilities.

4. **Caregiver Training – 1 Hour = 1 Unit**
Number of Units of Service to be provided: 293

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.

5. **Caregiver Case Management – 1 Hour = 1 Unit**
Number of Units of Service to be provided: 475

A Family Caregiver Case Management service is delivered by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.

6. **Family Caregiver Respite Care (Caring for Elderly) – 1 Hour = 1 Unit**
Number of Units of Service to be provided: 2307 In-Home Personal Care, 2044 Adult Day Care, and 1200 Out of Home Overnight Care

To provide temporary, substitute supports or living arrangements for a brief period of relief or rest for caregivers. It can be in the form of in-home respite, day care respite, or institutional respite for an overnight stay on occasion or emergency basis.

B. Access Assistance - Contact

Caregiver Information Assistance is a service that provides caregivers with:

1. Information on services available within the communities, including caregiving information related to assistive technology and caring for older individuals at risk for institutional placement;
2. Links and resources to services and opportunities available within their communities; and
3. To the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).

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 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 the 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 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 RCOA 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
INLAND CAREGIVER RESOURCE CENTER

Project Grant	Funded Program	Service Unit Reporting Description	CFDA #	Number of Units	Unit Rate	Federal Funding	RCOoA Maximum Obligation
OA60547FY21	Title IIIB: Adult Day Care	1 Hour	93.042	3,366	\$10.00	\$33,660	\$33,660
OA60103FY21	Title IIIB: Personal Care	1 Hour	93.042	2,524	\$26.00	\$65,624	\$65,624
OA60214FY21	Title IIIB: Homemaker Service	1 Hour	93.042	2,028	\$26.00	\$52,728	\$52,728
TITLE IIIB SUBTOTAL						7,918	\$152,012
OA62637FY21	Title IIIE: Caregiver Assessment	1 Hour	93.052	240	\$50.00	\$12,000	\$12,000
OA62707FY21	Title IIIE: Caregiver Counseling	1 Hour	93.052	160	\$50.00	\$8,000	\$8,000
OA62718FY21	Title IIIE: Caregiver Support Group	1 Hour	93.052	293	\$50.00	\$14,650	\$14,650
OA62721FY21	Title IIIE: Caregiver Training - Workshop	1 Hour	93.052	293	\$50.00	\$14,650	\$14,650
OA62636FY21	Title IIIE: Case Management	1 Hour	93.052	475	\$50.00	\$23,750	\$23,750
OA62836FY21	Title IIIE: Respite - In-Home Personal Care	1 Hour	93.052	2,307	\$26.00	\$59,982	\$59,982
OA62834FY21	Title IIIE: Respite - Adult Day Care	1 Hour	93.052	2,044	\$10.00	\$20,440	\$20,440
OA62835FY21	Title IIIE: Respite - Out-of-Home Overnight Care	1 Hour	93.052	1,200	\$9.00	\$10,200	\$10,200
TITLE IIIE SUBTOTAL						7,012	\$163,672
FY 2020-21 INITIAL ALLOCATION TOTAL						14,930	\$315,684
FY 2020-21 MAXIMUM OBLIGATION TOTAL						14,930	\$315,684



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:

Inland Caregiver Resource Center

Date: 10/01/2020

Program and Service:

Title IIIB Adult Day Care

Vendor #:

30169

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		33,660.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		33,660.00	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 *)		3,746.00	
32	Total Match Cash		3,746.00	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		37,406.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	3,740.00	3,746.00
Minimum Required Match	Title IIIE	25%	11,220.00	3,746.00
Minimum Required Match	Title VII	0%	-	3,746.00

* 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 #:

Inland Caregiver Resource Center
 Title IIIB Adult Day Care
 30169

Date: 10/01/2020

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	3,121.00		3,121.00		-
15 Payroll Taxes	281.00		281.00		-
16 Workers' Compensation	47.00		47.00		-
17 Other Benefits	297.00		297.00		-
18 Total Paid Personnel	3,746.00	-	3,746.00		-
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	3,746.00	-	3,746.00	-	-
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 *	33,660.00				33,660.00
42 Miscellaneous *					-
43 Total Other Direct Expenses	33,660.00	-	-	-	33,660.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	37,406.00	-	3,746.00	-	33,660.00

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



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 #:

Inland Caregiver Resource Center
Title IIIB Adult Day Care
30169

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	Intake Specialists	2.00	17.50	39	1,365.00	
2	Vouchered Services Coordinator	1.50	19.00	39	1,112.00	
3	Administrative Staff	1.00	16.50	39	644.00	
4					-	
5					-	
	Total Salaries / Wages: Section A				3,121.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				3,121.00	
	Total Payroll Taxes				281.00	
	Total Workers' Compensation				47.00	
	Total Other Benefits				297.00	
	TOTAL EMPLOYEE BENEFITS				625.00	
	TOTAL PAID PERSONNEL				3,746.00	

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

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date: 10/01/2020

Contractor: Inland Caregiver Resource Center
Program and Service: Title IIIB Adult Day Care
Vendor #: 30169

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: Inland Caregiver Resource Center
 Program and Service: Title IIIB Homemaker
 Vendor #: 30169

Date: 10/01/2020

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		52,728.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		52,728.00	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 *)		5,942.00	
32	Total Match Cash		5,942.00	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		58,670.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	5,859.00	5,942.00
Minimum Required Match	Title IIIE	25%	17,576.00	5,942.00
Minimum Required Match	Title VII	0%	-	5,942.00

* 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:

Date: **10/01/2020**

Contractor: **Inland Caregiver Resource Center**
Program and Service: **Title IIIB Homemaker**
Vendor #: **30169**

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOA
Paid Personnel					
14 Total Salaries / Wages	6,338.00		4,995.00		1,343.00
15 Payroll Taxes	570.00		449.00		121.00
16 Workers' Compensation	95.00		77.00		18.00
17 Other Benefits	602.00		421.00		181.00
18 Total Paid Personnel	7,605.00	-	5,942.00		1,663.00
19 Third-Party In-Kind Personnel	-				
20 Total Personnel	7,605.00	-	5,942.00	-	-
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 *	67.00				67.00
32 Utilities *	20.00				20.00
33 Office Expense *	195.00				195.00
34 Vehicle Operations and Maintenance *	-				-
35 Outside Services *	-				-
36 Nutrition Education	-				-
37 Accounting *	72.00				72.00
38 Audit * **	-				-
39 Volunteer Expense *	-				-
40 Insurance *	11.00				11.00
41 Subcontracted Direct Service Costs *	50,700.00				50,700.00
42 Miscellaneous *					-
43 Total Other Direct Expenses	51,065.00	-	-	-	51,065.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	58,670.00	-	5,942.00	-	52,728.00

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

Inland Caregiver Resource Center
 Title IIIB Homemaker
 30169

Date: 10/01/2020

Contractor:
 Program and Service:
 Vendor #:

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	67.00	Office space rent.
Utilities	32	20.00	Telephone
Office Expense	33	195.00	Office supplies, repairs and maintenance, postage, etc.
Vehicle Operations and Maintenance	34		
Outside Services	35	-	
Accounting	37	72.00	Accounting needed to provide services.
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	11.00	Agency insurance costs to run agency
Subcontracted Direct Service Costs	41	50,700.00	Payment to agencies ICRC sub-contracts with.
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 #:

Inland Caregiver Resource Center
Title IIB Homemaker
30169

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	Intake Specialists	4.00	17.50	39	2,730.00	
2	Vouchered Services Coordinator	4.00	19.00	39	2,964.00	
3	Administrative Staff	1.00	16.50	39	644.00	
	Total Salaries / Wages: Section A				6,338.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				6,338.00	
	Total Payroll Taxes				570.00	
	Total Workers' Compensation				95.00	
	Total Other Benefits				602.00	
	TOTAL EMPLOYEE BENEFITS				1,267.00	
	TOTAL PAID PERSONNEL				7,605.00	

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: X
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date: 10/01/2020

Contractor: Inland Caregiver Resource Center
Program and Service: Title IIIB Homemaker
Vendor #: 30169

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:

Inland Caregiver Resource Center

Date: 10/01/2020

Program and Service:

Title IIIB Personal Care

Vendor #:

30169

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		65,624.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		65,624.00	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 *)		7,629.00	
32	Total Match Cash		7,629.00	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		73,253.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	7,292.00	7,629.00
Minimum Required Match	Title IIIE	25%	21,875.00	7,629.00
Minimum Required Match	Title VII	0%	-	7,629.00

* 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 #:

Inland Caregiver Resource Center
Title IIIB Personal Care
30169

Date: 10/01/2020

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	8,083.00		6,412.00		1,671.00
15 Payroll Taxes	727.00		576.00		151.00
16 Workers' Compensation	121.00		99.00		22.00
17 Other Benefits	768.00		542.00		226.00
18 Total Paid Personnel	9,699.00	-	7,629.00		2,070.00
19 Third-Party In-Kind Personnel	-				
20 Total Personnel	9,699.00	-	7,629.00	-	-
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 *	84.00				84.00
32 Utilities *	25.00				25.00
33 Office Expense *	241.00				241.00
34 Vehicle Operations and Maintenance *	-				-
35 Outside Services *	-				-
36 Nutrition Education	-				-
37 Accounting *	90.00				90.00
38 Audit * **	-				-
39 Volunteer Expense *	-				-
40 Insurance *	14.00				14.00
41 Subcontracted Direct Service Costs *	63,100.00				63,100.00
42 Miscellaneous *					-
43 Total Other Direct Expenses	63,554.00	-	-	-	63,554.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	73,253.00	-	7,629.00	-	65,624.00

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: X
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Contractor:
 Program and Service:
 Vendor #:

Inland Caregiver Resource Center
 Title III/B Personal Care
 30169

Date: 10/01/2020

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	84.00	Office space rent.
Utilities	32	25.00	Telephone
Office Expense	33	241.00	Office supplies, repairs and maintenance, postage, etc.
Vehicle Operations and Maintenance	34		
Outside Services	35	-	
Accounting	37	90.00	Accounting needed to provide services.
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	14.00	Agency insurance costs to run agency
Subcontracted Direct Service Costs	41	63,100.00	Payment to agencies ICRC sub-contracts with.
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 #:

Inland Caregiver Resource Center
Title IIB Personal Care
30169

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	Intake Specialists	5.00	17.50	39	3,413.00	
2	Vouchered Services Coordinator	5.00	19.00	39	3,705.00	
3	Administrative Staff	1.50	16.50	39	965.00	
4					-	
5					-	
	Total Salaries / Wages: Section A				8,083.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				8,083.00	
	Total Payroll Taxes				727.00	
	Total Workers' Compensation				121.00	
	Total Other Benefits				768.00	
	TOTAL EMPLOYEE BENEFITS				1,616.00	
	TOTAL PAID PERSONNEL				9,699.00	

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

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date: 10/01/2020

Contractor: Inland Caregiver Resource Center
Program and Service: Title IIIB Personal Care
Vendor #: 30169

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						
Third-Party In-Kind Personnel: 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:

Inland Caregiver Resource Center

Date: 10/01/2020

Program and Service:

Title III E Caregiver Assessment

Vendor #:

30169

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		12,000.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		12,000.00	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 *)		4,153.00	
32	Total Match Cash		4,153.00	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		16,153.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	1,333.00	4,153.00
Minimum Required Match	Title IIIE	25%	4,000.00	4,153.00
Minimum Required Match	Title VII	0%	-	4,153.00

* 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:

Date: 10/01/2020

Contractor: Inland Caregiver Resource Center
Program and Service: Title III E Caregiver Assessment
Vendor #: 30169

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	11,461.00		3,710.00		7,751.00
15 Payroll Taxes	1,031.00		333.00		698.00
16 Workers' Compensation	172.00		69.00		103.00
17 Other Benefits	1,089.00		41.00		1,048.00
18 Total Paid Personnel	13,753.00	-	4,153.00		9,600.00
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	13,753.00	-	4,153.00	-	-
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 *	389.00				389.00
32 Utilities *	116.00				116.00
33 Office Expense *	1,415.00				1,415.00
34 Vehicle Operations and Maintenance *	-				-
35 Outside Services *	-				-
36 Nutrition Education	-				-
37 Accounting *	414.00				414.00
38 Audit * **	-				-
39 Volunteer Expense *	-				-
40 Insurance *	66.00				66.00
41 Subcontracted Direct Service Costs *	-				-
42 Miscellaneous *					-
43 Total Other Direct Expenses	2,400.00	-	-	-	2,400.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	16,153.00	-	4,153.00	-	12,000.00

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: Inland Caregiver Resource Center
 Program and Service: Title IIIE Caregiver Assessment
 Vendor #: 30169

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	389.00	Office space rent.
Utilities	32	116.00	Telephone
Office Expense	33	1,415.00	Office supplies, repairs and maintenance, postage, etc.
Vehicle Operations and Maintenance	34		
Outside Services	35	-	
Accounting	37	414.00	Accounting needed to provide services.
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	66.00	Agency insurance costs to run agency
Subcontracted Direct Service Costs	41	-	Payment to agencies ICRC sub-contracts with.
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 #:

Inland Caregiver Resource Center
Title III E Caregiver Assessment
30169

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	Intake Specialists	3.25	17.50	39	2,218.00	
2	Administrative Staff	2.00	19.00	39	1,482.00	
3	Family Consultants	6.50	22.00	39	5,577.00	
4	Clinical Supervisor	2.00	28.00	39	2,184.00	
5					-	
6					-	
	Total Salaries / Wages: Section A				11,461.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				11,461.00	
	Total Payroll Taxes				1,031.00	
	Total Workers' Compensation				172.00	
	Total Other Benefits				1,089.00	
	TOTAL EMPLOYEE BENEFITS				2,292.00	
	TOTAL PAID PERSONNEL				13,753.00	

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
7					-	
8					-	
9					-	
	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
10					-	
11					-	
12					-	
	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

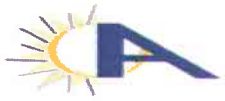
Contractor: Inland Caregiver Resource Center
Program and Service: Title III E Caregiver Assessment
Vendor #: 30169

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:

Inland Caregiver Resource Center

Date: 10/01/2020

Program and Service:

Title III E Case Management

Vendor #:

30169

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		23,750.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		23,750.00	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 *)		7,957.00	
32	Total Match Cash		7,957.00	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		31,707.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	2,639.00	7,957.00
Minimum Required Match	Title III E	25%	7,917.00	7,957.00
Minimum Required Match	Title VII	0%	-	7,957.00

* 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:

Date: 10/01/2020

Contractor: Inland Caregiver Resource Center
 Program and Service: Title III E Case Management
 Vendor #: 30169

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	22,464.00		7,121.00		15,343.00
15 Payroll Taxes	2,022.00		641.00		1,381.00
16 Workers' Compensation	337.00		134.00		203.00
17 Other Benefits	2,134.00		61.00		2,073.00
18 Total Paid Personnel	26,957.00	-	7,957.00		19,000.00
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	26,957.00	-	7,957.00	-	-
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 *	769.00				769.00
32 Utilities *	229.00				229.00
33 Office Expense *	2,803.00				2,803.00
34 Vehicle Operations and Maintenance *	-				-
35 Outside Services *	-				-
36 Nutrition Education	-				-
37 Accounting *	818.00				818.00
38 Audit * **	-				-
39 Volunteer Expense *	-				-
40 Insurance *	131.00				131.00
41 Subcontracted Direct Service Costs *	-				-
42 Miscellaneous *	-				-
43 Total Other Direct Expenses	4,750.00	-	-	-	4,750.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	31,707.00	-	7,957.00	-	23,750.00

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: 10/01/2020

Inland Caregiver Resource Center
 Title III-E Case Management
 30169

Contractor:
 Program and Service:
 Vendor #:

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	769.00	Office space rent.
Utilities	32	229.00	Telephone
Office Expense	33	2,803.00	Office supplies, repairs and maintenance, postage, etc.
Vehicle Operations and Maintenance	34		
Outside Services	35	-	
Accounting	37	818.00	Accounting needed to provide services.
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	131.00	Agency insurance costs to run agency
Subcontracted Direct Service Costs	41	-	Payment to agencies ICRC sub-contracts with.
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 #:

Inland Caregiver Resource Center
Title III-E Case Management
30169

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	Intake Specialists	6.00	17.50	39	4,095.00	
2	Administrative Staff	5.00	19.00	39	3,705.00	
3	Family Consultants	12.00	22.00	39	10,296.00	
4	Clinical Supervisor	4.00	28.00	39	4,368.00	
5					-	
6					-	
	Total Salaries / Wages: Section A				22,464.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				22,464.00	
	Total Payroll Taxes				2,022.00	
	Total Workers' Compensation				337.00	
	Total Other Benefits				2,134.00	
	TOTAL EMPLOYEE BENEFITS				4,493.00	
	TOTAL PAID PERSONNEL				26,957.00	

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
7					-	
8					-	
9					-	
	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
10					-	
11					-	
12					-	
	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:
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						
Third-Party In-Kind Personnel: 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:

Inland Caregiver Resource Center

Date: 10/01/2020

Program and Service:

Title III E Counseling

Vendor #:

30169

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		8,000.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		8,000.00	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 *)		2,912.00	
32	Total Match Cash		2,912.00	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		10,912.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	889.00	2,912.00
Minimum Required Match	Title III E	25%	2,667.00	2,912.00
Minimum Required Match	Title VII	0%	-	2,912.00

* 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 #:

Inland Caregiver Resource Center
Title III E Counseling
30169

Date: 10/01/2020

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	7,761.00		2,592.00		5,169.00
15 Payroll Taxes	698.00		233.00		465.00
16 Workers' Compensation	116.00		48.00		68.00
17 Other Benefits	737.00		39.00		698.00
18 Total Paid Personnel	9,312.00	-	2,912.00		6,400.00
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	9,312.00	-	2,912.00	-	-
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 *	259.00				259.00
32 Utilities *	77.00				77.00
33 Office Expense *	945.00				945.00
34 Vehicle Operations and Maintenance *	-				-
35 Outside Services *	-				-
36 Nutrition Education	-				-
37 Accounting *	275.00				275.00
38 Audit * **	-				-
39 Volunteer Expense *	-				-
40 Insurance *	44.00				44.00
41 Subcontracted Direct Service Costs *	-				-
42 Miscellaneous *					
43 Total Other Direct Expenses	1,600.00	-	-	-	1,600.00
44 Indirect Costs (Maximum 10% of Total) *					
45 Total Program Costs	10,912.00	-	2,912.00	-	8,000.00

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

Inland Caregiver Resource Center
 Title III E Counseling
 30169

Date: 10/01/2020

Contractor:
 Program and Service:
 Vendor #:

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	259.00	Office space rent.
Utilities	32	77.00	Telephone
Office Expense	33	945.00	Office supplies, repairs and maintenance, postage, etc.
Vehicle Operations and Maintenance	34		
Outside Services	35	-	
Accounting	37	275.00	Accounting needed to provide services.
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	44.00	Agency insurance costs to run agency
Subcontracted Direct Service Costs	41	-	Payment to agencies ICRC sub-contracts with.
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 #:

Inland Caregiver Resource Center
Title III Counseling
30169

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	Intake Specialists	-	17.50	39	-	
2	Administrative Staff	-	19.00	39	-	
3	Family Consultants	6.50	22.00	39	5,577.00	
4	Clinical Supervisor	2.00	28.00	39	2,184.00	
5					-	
6					-	
Total Salaries / Wages: Section A					7,761.00	
Total Salaries / Wages: Section B					-	See detail in Section B
Total Salaries / Wages: Section C					-	See detail in Section C
TOTAL SALARIES / WAGES					7,761.00	
Total Payroll Taxes					698.00	
Total Workers' Compensation					116.00	
Total Other Benefits					737.00	
TOTAL EMPLOYEE BENEFITS					1,551.00	
TOTAL PAID PERSONNEL					9,312.00	

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
7					-	
8					-	
9					-	
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
10					-	
11					-	
12					-	
Total Salaries / Wages: Section C					-	

Exhibit C - 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: Inland Caregiver Resource Center
 Program and Service: Title IIIE Counseling
 Vendor #: 30169

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 #:

Inland Caregiver Resource Center
Title III E Respite ADC
30169

Date: 10/01/2020

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		20,440.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		20,440.00	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 *)		6,961.00	
32	Total Match Cash		6,961.00	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		27,401.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	2,271.00	6,961.00
Minimum Required Match	Title III E	25%	6,813.00	6,961.00
Minimum Required Match	Title VII	0%	-	6,961.00

* 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:

Date:

Contractor:
Program and Service:
Vendor #:

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	5,801.00		5,801.00		-
15 Payroll Taxes	522.00		522.00		-
16 Workers' Compensation	87.00		87.00		-
17 Other Benefits	551.00		551.00		-
18 Total Paid Personnel	6,961.00	-	6,961.00		-
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	6,961.00	-	6,961.00	-	-
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 *	20,440.00				20,440.00
42 Miscellaneous *					-
43 Total Other Direct Expenses	20,440.00	-	-	-	20,440.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	27,401.00	-	6,961.00	-	20,440.00

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: X
 Revision:
 OTO:

October 1, 2020 to June 30, 2021

Contractor: Inland Caregiver Resource Center
 Program and Service: Title III Respite ADC
 Vendor #: 30169

Date: 10/01/2020

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	-	Office space rent.
Utilities	32	-	Telephone
Office Expense	33	-	Office supplies, repairs and maintenance, postage, etc.
Vehicle Operations and Maintenance	34		
Outside Services	35	-	
Accounting	37	-	Accounting needed to provide services.
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	-	Agency insurance costs to run agency
Subcontracted Direct Service Costs	41	20,440.00	Payment to agencies ICRC sub-contracts with.
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: Inland Caregiver Resource Center
Program and Service: Title IIIIE Respite ADC
Vendor #: 30169

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Intake Specialists	3.25	17.50	39	2,218.00	
2	Vouchered Services Coordinator	3.75	19.00	39	2,779.00	
3	Administrative Staff	1.25	16.50	39	804.00	
4					-	
5					-	
	Total Salaries / Wages: Section A				5,801.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				5,801.00	
	Total Payroll Taxes				522.00	
	Total Workers' Compensation				87.00	
	Total Other Benefits				551.00	
	TOTAL EMPLOYEE BENEFITS				1,160.00	
	TOTAL PAID PERSONNEL				6,961.00	

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

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date: 10/01/2020

Contractor: Inland Caregiver Resource Center
Program and Service: Title III E Respite ADC
Vendor #: 30169

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 #:

Inland Caregiver Resource Center
Title IIIIE Respite In Home
30169

Date: 10/01/2020

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		59,982.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		59,982.00	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 *)		20,034.00	
32	Total Match Cash		20,034.00	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		80,016.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	6,665.00	20,034.00
Minimum Required Match	Title IIIIE	25%	19,994.00	20,034.00
Minimum Required Match	Title VII	0%	-	20,034.00

* 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:

Date: **10/01/2020**

Contractor: **Inland Caregiver Resource Center**
Program and Service: **Title III E Respite In Home**
Vendor #: **30169**

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	18,233.00		16,743.00		1,490.00
15 Payroll Taxes	1,641.00		1,507.00		134.00
16 Workers' Compensation	273.00		253.00		20.00
17 Other Benefits	1,732.00		1,531.00		201.00
18 Total Paid Personnel	21,879.00	-	20,034.00		1,845.00
19 Third-Party In-Kind Personnel	-				
20 Total Personnel	21,879.00	-	20,034.00	-	-
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 *	75.00				75.00
32 Utilities *	22.00				22.00
33 Office Expense *	273.00				273.00
34 Vehicle Operations and Maintenance *	-				-
35 Outside Services *	-				-
36 Nutrition Education	-				-
37 Accounting *	79.00				79.00
38 Audit * **	-				-
39 Volunteer Expense *	-				-
40 Insurance *	13.00				13.00
41 Subcontracted Direct Service Costs *	57,675.00				57,675.00
42 Miscellaneous *					-
43 Total Other Direct Expenses	58,137.00	-	-	-	58,137.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	80,016.00	-	20,034.00	-	59,982.00

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

Contractor:
 Program and Service:
 Vendor #:

Inland Caregiver Resource Center
 Title III/E Respite In Home
 30169

Date: 10/01/2020

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	75.00	Office space rent.
Utilities	32	22.00	Telephone
Office Expense	33	273.00	Office supplies, repairs and maintenance, postage, etc.
Vehicle Operations and Maintenance	34		
Outside Services	35	-	
Accounting	37	79.00	Accounting needed to provide services.
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	13.00	Agency insurance costs to run agency
Subcontracted Direct Service Costs	41	57,675.00	Payment to agencies ICRC sub-contracts with.
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 #:

Inland Caregiver Resource Center
Title III E Respite In Home
30169

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	Intake Specialists	7.00	17.50	39	4,778.00	
2	Vouchered Services Coordinator	6.00	19.00	39	4,446.00	
3	Administrative Staff	6.00	16.50	39	3,861.00	
4	Family Consultants	6.00	22.00	39	5,148.00	
5					-	
6					-	
	Total Salaries / Wages: Section A				18,233.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				18,233.00	
	Total Payroll Taxes				1,641.00	
	Total Workers' Compensation				273.00	
	Total Other Benefits				1,732.00	
	TOTAL EMPLOYEE BENEFITS				3,646.00	
	TOTAL PAID PERSONNEL				21,879.00	

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
7					-	
8					-	
9					-	
	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
10					-	
11					-	
12					-	
	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: Inland Caregiver Resource Center
Program and Service: Title III E Respite In Home
Vendor #: 30169

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 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:

Inland Caregiver Resource Center

Date: 10/01/2020

Program and Service:

Title III E Respite Institutional

Vendor #:

30169

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		10,200.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		10,200.00	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 *)		3,562.00	
32	Total Match Cash		3,562.00	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		13,762.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	1,133.00	3,562.00
Minimum Required Match	Title IIIE	25%	3,400.00	3,562.00
Minimum Required Match	Title VII	0%	-	3,562.00

* 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:

Date: **10/01/2020**

Contractor: **Inland Caregiver Resource Center**
Program and Service: **Title III E Respite Institutional**
Vendor #: **30169**

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	2,969.00		2,969.00		-
15 Payroll Taxes	267.00		267.00		-
16 Workers' Compensation	44.00		44.00		-
17 Other Benefits	282.00		282.00		-
18 Total Paid Personnel	3,562.00	-	3,562.00		-
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	3,562.00	-	3,562.00	-	-
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 *	10,200.00				10,200.00
42 Miscellaneous *					-
43 Total Other Direct Expenses	10,200.00	-	-	-	10,200.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	13,762.00	-	3,562.00	-	10,200.00

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

Contractor:
 Program and Service:
 Vendor #:

Inland Caregiver Resource Center
 Title III E Respite Institutional
 30169

Date: 10/01/2020

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	-	Office space rent.
Utilities	32	-	Telephone
Office Expense	33	-	Office supplies, repairs and maintenance, postage, etc.
Vehicle Operations and Maintenance	34		
Outside Services	35	-	
Accounting	37	-	Accounting needed to provide services.
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	-	Agency insurance costs to run agency
Subcontracted Direct Service Costs	41	10,200.00	Payment to agencies ICRC sub-contracts with.
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 #:

Inland Caregiver Resource Center
Title IIIIE Respite Institutional
30169

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	Intake Specialists	1.00	17.50	39	683.00	
2	Vouchered Services Coordinator	2.00	19.00	39	1,482.00	
3	Administrative Staff	1.25	16.50	39	804.00	
4					-	
5					-	
	Total Salaries / Wages: Section A				2,969.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				2,969.00	
	Total Payroll Taxes				267.00	
	Total Workers' Compensation				44.00	
	Total Other Benefits				282.00	
	TOTAL EMPLOYEE BENEFITS				593.00	
	TOTAL PAID PERSONNEL				3,562.00	

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:
Program and Service:
Vendor #:

Inland Caregiver Resource Center
Title III E Respite Institutional
30169

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 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 #:

Inland Caregiver Resource Center
 Title III E Support Group
 30169

Date: 10/01/2020

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		14,650.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		14,650.00	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 *)		4,999.00	
32	Total Match Cash		4,999.00	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		19,649.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	1,628.00	4,999.00
Minimum Required Match	Title III E	25%	4,883.00	4,999.00
Minimum Required Match	Title VII	0%	-	4,999.00

* 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 #:

Inland Caregiver Resource Center
Title III E Support Group
30169

Date: 10/01/2020

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	13,933.00		4,468.00		9,465.00
15 Payroll Taxes	1,254.00		402.00		852.00
16 Workers' Compensation	209.00		84.00		125.00
17 Other Benefits	1,323.00		45.00		1,278.00
18 Total Paid Personnel	16,719.00	-	4,999.00		11,720.00
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	16,719.00	-	4,999.00	-	-
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 *	475.00				475.00
32 Utilities *	141.00				141.00
33 Office Expense *	1,727.00				1,727.00
34 Vehicle Operations and Maintenance *	-				-
35 Outside Services *	-				-
36 Nutrition Education	-				-
37 Accounting *	506.00				506.00
38 Audit * **	-				-
39 Volunteer Expense *	-				-
40 Insurance *	81.00				81.00
41 Subcontracted Direct Service Costs *	-				-
42 Miscellaneous *	-				-
43 Total Other Direct Expenses	2,930.00	-	-	-	2,930.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	19,649.00	-	4,999.00	-	14,650.00

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: 10/01/2020

Inland Caregiver Resource Center
 Title III-E Support Group
 30169

Contractor:
 Program and Service:
 Vendor #:

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	475.00	Office space rent.
Utilities	32	141.00	Telephone
Office Expense	33	1,727.00	Office supplies, repairs and maintenance, postage, etc.
Vehicle Operations and Maintenance	34		
Outside Services	35	-	
Accounting	37	506.00	Accounting needed to provide services.
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	81.00	Agency insurance costs to run agency
Subcontracted Direct Service Costs	41	-	Payment to agencies ICRC sub-contracts with.
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 #:

Inland Caregiver Resource Center
Title III E Support Group
30169

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	Intake Specialists	4.00	17.50	39	2,730.00	
2	Administrative Staff	1.75	19.00	39	1,297.00	
3	Family Consultants	9.00	22.00	39	7,722.00	
4	Clinical Supervisor	2.00	28.00	39	2,184.00	
5					-	
6					-	
	Total Salaries / Wages: Section A				13,933.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				13,933.00	
	Total Payroll Taxes				1,254.00	
	Total Workers' Compensation				209.00	
	Total Other Benefits				1,323.00	
	TOTAL EMPLOYEE BENEFITS				2,786.00	
	TOTAL PAID PERSONNEL				16,719.00	

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
7					-	
8					-	
9					-	
	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
10					-	
11					-	
12					-	
	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:
Program and Service:
Vendor #:

Inland Caregiver Resource Center
Title III E Support Group
30169

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 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 #:

Inland Caregiver Resource Center
 Title III E Caregiver Training
 30169

Date: 10/01/2020

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		14,650.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		14,650.00	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 *)		4,999.00	
32	Total Match Cash		4,999.00	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		19,649.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	1,628.00	4,999.00
Minimum Required Match	Title III E	25%	4,883.00	4,999.00
Minimum Required Match	Title VII	0%	-	4,999.00

* 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:

Date: 10/01/2020

Contractor: Inland Caregiver Resource Center
 Program and Service: Title III E Caregiver Training
 Vendor #: 30169

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	13,933.00		4,468.00		9,465.00
15 Payroll Taxes	1,254.00		402.00		852.00
16 Workers' Compensation	209.00		84.00		125.00
17 Other Benefits	1,323.00		45.00		1,278.00
18 Total Paid Personnel	16,719.00	-	4,999.00		11,720.00
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	16,719.00	-	4,999.00	-	-
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 *	475.00				475.00
32 Utilities *	141.00				141.00
33 Office Expense *	1,727.00				1,727.00
34 Vehicle Operations and Maintenance *	-				-
35 Outside Services *	-				-
36 Nutrition Education	-				-
37 Accounting *	506.00				506.00
38 Audit * **	-				-
39 Volunteer Expense *	-				-
40 Insurance *	81.00				81.00
41 Subcontracted Direct Service Costs *	-				-
42 Miscellaneous *					-
43 Total Other Direct Expenses	2,930.00	-	-	-	2,930.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	19,649.00	-	4,999.00	-	14,650.00

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: 10/01/2020

Inland Caregiver Resource Center
 Title III Caregiver Training
 30169

Contractor:
 Program and Service:
 Vendor #:

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	475.00	Office space rent.
Utilities	32	141.00	Telephone
Office Expense	33	1,727.00	Office supplies, repairs and maintenance, postage, etc.
Vehicle Operations and Maintenance	34		
Outside Services	35	-	
Accounting	37	506.00	Accounting needed to provide services.
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	81.00	Agency insurance costs to run agency
Subcontracted Direct Service Costs	41	-	Payment to agencies ICRC sub-contracts with.
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 #:

Inland Caregiver Resource Center
Title IIIIE Caregiver Training
30169

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	Intake Specialists	4.00	17.50	39	2,730.00	
2	Administrative Staff	1.75	19.00	39	1,297.00	
3	Family Consultants	9.00	22.00	39	7,722.00	
4	Clinical Supervisor	2.00	28.00	39	2,184.00	
5					-	
6					-	
Total Salaries / Wages: Section A					13,933.00	
Total Salaries / Wages: Section B					-	See detail in Section B
Total Salaries / Wages: Section C					-	See detail in Section C
TOTAL SALARIES / WAGES					13,933.00	
Total Payroll Taxes					1,254.00	
Total Workers' Compensation					209.00	
Total Other Benefits					1,323.00	
TOTAL EMPLOYEE BENEFITS					2,786.00	
TOTAL PAID PERSONNEL					16,719.00	

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
7					-	
8					-	
9					-	
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
10					-	
11					-	
12					-	
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: Inland Caregiver Resource Center
Program and Service: Title IIIE Caregiver Training
Vendor #: 30169

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 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

INLAND COUNTIES LEGAL SERVICES, 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:

\$96,217

Ninet-Six Thousand Two Hundred Seventeen 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 - Legal Assistance

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

Exhibit F: California Statewide Guidelines for Legal Assistance

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

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

SERVICE PROVIDER	COUNTY OF RIVERSIDE
Inland Counties Legal Services, Inc.	Riverside County Office on Aging
Date Signed: <u>16 DEC 20</u>	Date Signed: <u>JAN 12 2021</u>
BY: <u>[Signature]</u>	BY: <u>Karen S. Spiegel</u>
Printed Name: Darrell K. Moore, Esq.	Printed Name: KAREN SPIEGEL
Title: Executive Director	Title: Chair, Board of Supervisors
Address:	Address:
1040 Iowa Avenue, Suite 106 Riverside, CA 92507	3610 Central Avenue, Suite 300 Riverside, CA 92506

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

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

JAN 12 2021 3:25

Riverside County Office on Aging
 Standard Agreement
 RCOoA 2020-21

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- Service Provider Agreement
- Exhibit A: Scope of Service - Title IIIB - Legal Assistance
- 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
- Exhibit F: California Statewide Guidelines for Legal Assistance

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

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

SERVICE PROVIDER		COUNTY OF RIVERSIDE	
Inland Counties Legal Services, Inc.		Riverside County Office on Aging	
Date Signed:	<u>16 DEC 20</u>	Date Signed:	<u>JAN 12 2021</u>
BY:		BY:	<u>Karen S. Spiegel</u>
Printed Name: Darrell K. Moore, Esq.		Printed Name: <u>KAREN SPIEGEL</u>	
Title: Executive Director		Title: Chair, Board of Supervisors	
Address:		Address:	
1040 Iowa Avenue, Suite 106 Riverside, CA 92507		3610 Central Avenue, Suite 300 Riverside, CA 92506	

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

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: Darrell K. Moore, Esq. Title: Executive Director

Signature: 

Phone: (951) 368-2541 E-mail address: dmoore@icls.org

Mailing Address(if different):

Fiscal Documentation, Monthly Reimbursement Reports, Audits

Name: Pamela Herness, CPA Title: Chief Financial Officer

Signature: 

Phone: (951) 368-2536 E-mail address: pherness@icls.org

Mailing Address(if different):

Program Services, Program Reports

Name: Nancy Munoz Bigelow Title: Grants and Compliance Manager

Signature: 

Phone: (951) 368-2538 E-mail address: nmbigelow@icls.org

Mailing Address(if different):

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

Name: Elaine S. Rosen, Esq., Board President

Phone #: (9951) 368-2530

Mailing: 1040 Iowa Avenue, Suite 106 Riverside, CA 92507

Email: elainerosen@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

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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



INLAND COUNTIES LEGAL SERVICES, INC.
TITLE IIIB – LEGAL ASSISTANCE

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 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

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 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. Legal Assistance – 1 Hour = 1 Unit

Number of Units of Service to be provided: 3,531

Provide legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.

Special contract objectives:

Service Provider shall leverage government dollars through the use of pro bono legal services and volunteer law student interns, and who demonstrates a willingness to provide a coordinated system of care through linkages with the Ombudsman program and the Health Insurance Counseling and Advocacy Program (HICAP).

1. Service Provider must:

- a. Enter into a Memorandum of Understanding or Cooperative Agreement with the Riverside County Long-Term Care Ombudsman Program in order to provide legal counsel and advice to Ombudsman Program staff and volunteers. A copy, signed by both parties, must be retained and available for review.
- b. Assure that staff are not practicing law outside of the contracted services.
- c. Ensure that the following activities are restricted under this project:
 - i. The acceptance of fee-generating cases, fee award, and reimbursements for expenses;
 - ii. Legislative and administrative lobbying, public demonstrations, picketing, and boycotting by Legal Services staff; and
 - iii. Handling of cases involving any conflict of interest on the part of staff.

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 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
 INLAND COUNTIES LEGAL SERVICES, INC.

Project Grant	Funded Program	Service Unit Reporting Description	CFDA #	Number of Units	Unit Rate	Federal Funding	RCOoA Maximum Obligation	
OA61140FY21	Title IIIB: Legal Assistance	1 Hour	93.044	3,531	\$27.25	\$96,217	\$96,217	
3,531							FY 2020-21 INITIAL ALLOCATION TOTAL	\$96,217
3,531							FY 2020-21 MAXIMUM OBLIGATION TOTAL	\$96,217



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:

Inland Counties Legal Services, Inc.

Date:

Program and Service:

Title IIIB Legal Services

Vendor #:

6859

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		96,217.00	
15	Federal OTO			
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		96,217.00	OK
21	Program Income (May not be used for match):			
22	Donations from Program Participants		750.00	
23	Other Program Income (IFS *)			
24	Other Program Income (IFS *)			
25	Total Program Income (May not be used for match)		750.00	OK
26	Match Cash (From non-Federal sources):			
27	Donations NOT from Program Participants		10,691.00	
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		10,691.00	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		107,658.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	10,691.00	10,691.00
Minimum Required Match	Title IIIE	25%	32,072.00	10,691.00
Minimum Required Match	Title VII	0%	-	10,691.00

* 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 #:

Inland Counties Legal Services, Inc.
Tile IIIB Legal Services
6859

Date: 10/01/2020

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	74,835.00		8,522.00		66,313.00
15 Payroll Taxes	5,724.00		652.00		5,072.00
16 Workers' Compensation	3,592.00		409.00		3,183.00
17 Other Benefits	9,732.00		1,108.00		8,624.00
18 Total Paid Personnel	93,883.00	-	10,691.00		83,192.00
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	93,883.00	-	10,691.00	-	83,192.00
21 Travel & Training *	3,690.00				3,690.00
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 *	6,899.00	750.00			6,149.00
32 Utilities *	613.00				613.00
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 *	2,573.00				2,573.00
43 Total Other Direct Expenses	10,085.00	750.00	-	-	9,335.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	107,658.00	750.00	10,691.00	-	96,217.00

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: 10/01/2020

Contractor: Inland Counties Legal Services, Inc.
 Program and Service: Title IIIB Legal Services
 Vendor #: 6859

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	3,690.00	Cost of program related staff travel to offsite clinics and client meetings
Consultants	28	-	
Lease / Rent	31	6,149.00	Includes office space from each ICLS office for which ICLS staff services clinics in Riverside County (Riverside, Indio, San Bernardino, Rancho Cucamonga, and Victorville). Costs are allocated on direct hours.
Utilities	32	613.00	Utilities for each office and allocated based on direct hours.
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	2,573.00	Includes telephone, subscriptions, library, advertising, and other program related expenses.
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 #:

Inland Counties Legal Services, Inc.
Title I/IB Legal Services
6859

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	Practice Group Directors	6.00	32.06	39	7,503.00	Various employees are up for raises based on their anniversary date of employment. Up to 4% merit raise may be provided.
2	Staff Attorneys	15.00	28.17	39	16,480.00	
3	Paralegals	35.00	19.00	39	25,935.00	
4	Intake	9.60	15.90	39	5,953.00	
5	Legal Secretaries	10.49	18.00	39	7,363.00	
6	Senior Administrative Assistant	0.30	37.81	39	442.00	
7	Bookkeeper	1.00	28.58	39	1,115.00	
8	Executive Director	0.30	64.10	39	750.00	
9	Chief Financial Officer	0.35	56.54	39	772.00	
10					-	
	Total Salaries / Wages: Section A				66,313.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				66,313.00	
	Total Payroll Taxes				5,072	
	Total Workers' Compensation				3,183.00	
	Total Other Benefits				8,624.00	
	TOTAL EMPLOYEE BENEFITS				16,879.00	
	TOTAL PAID PERSONNEL				83,192.00	

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
11					-	
12					-	
13					-	
	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
14					-	
15					-	
16					-	
	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 #:

Inland Counties Legal Services, Inc.
 Title IIIB Legal Services
 6859

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 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

EXHIBIT F

CALIFORNIA STATEWIDE GUIDELINES

FOR LEGAL ASSISTANCE

Prepared by

**Chisorom U. Okwuosa, Esq.
Legal Services Developer**

APRIL 7-8, 2015

**LORA CONNOLLY,
Director
California Department of Aging**

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I. PREFACE

The Older American Act (OAA) of 1965, as amended, designates legal assistance as a priority service funded under Title III-B [42 U.S.C. § 3026(a)(2)]. As such, the funding of legal assistance by each Area Agency on Aging is mandatory, and services must be accessible and available throughout each of the 33 Planning and Service Areas (PSAs) in California.

The Statewide Guidelines for Legal Assistance in California [hereinafter Guidelines] were originally developed by the Legal Services Developer within the California Department of Aging (CDA) in conjunction with representatives from the Area Agencies on Aging (AAAs), Legal Services Providers (LSPs), Ombudsmen, California Association of Area Agencies on Aging (C4A) and the California State Bar. The purpose of the Guidelines is to provide guidance and technical assistance to the AAAs and LSPs on the delivery of quality legal assistance to older individuals, pursuant to the Older Americans Act (OAA) of 1965, as amended. These Guidelines were designed to outline the elements of a quality legal services program and how to promote an effective legal assistance delivery system throughout the state.

On April 7 & 8, 2015, the Model Approaches Grant Partners – CDA, Legal Services of Northern California and the Legal Aid Association of California convened an in-person meeting of a Task Force in San Francisco for the purpose of updating the Guidelines. The Task Force consisted of representatives from CDA, AAAs, LSPs, C4A, Ombudsmen and the California State Bar. The task force was facilitated by Penelope Hommel, Co-Executive Director of The Center for Social Gerontology, Ann Arbor, Michigan.

The Guidelines were circulated to the members of the Task Force in draft form for comments. Following these revisions, the Task Force members, in turn, circulated a draft to their various members and obtained input. Most comments that were consistent with the consensus reached during the in-person meeting were incorporated into the Guidelines, where feasible. This document is now the final update of the Guidelines.

It is important to emphasize that the implementation of the updated Guidelines will not only help ensure compliance with the Older Americans Act and consistency with the Older Californians Act, but will also help to focus the delivery of legal assistance to at risk older individuals in California and promote effective advocacy.

On behalf of the California Department of Aging, I wish to thank my Grant Partners, each member of the Task Force and everyone who contributed or participated in this process.

July 31, 2015
Chisorom U. Okwuosa, Esq.
Legal Service Developer,

II. DEFINITIONS

For purpose of these Guidelines, the following definitions are applicable. Many of these definitions mirror those found in the Older Americans Act (OAA) to whatever extent possible and appropriate. Any term not otherwise defined will have its general meaning.

Abuse –the willful: (a) infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or (b) deprivation by a person, including a caregiver, of goods or services that are necessary to avoid physical harm, mental anguish or mental illness. See 42 U.S.C. § 3002(1).

Accessible – the practical availability of legal services to the target population groups.

Adult Protective Services (APS) – those preventive and remedial activities performed on behalf of elders and dependent adults who are unable to protect their own interest, harmed or threatened with harm, caused physical or mental injury due to the action or inaction of another person or their own action as a result of ignorance, illiteracy, incompetence, mental limitation, substance abuse or poor health, lacking in adequate food, shelter or clothing, exploited of their income and resources, or deprived of entitlement due them. See Cal. Welf. & Inst. Code § 15610.10.

Advance Directive – a document executed under the California Health Care Decisions Act (Cal. Prob. Code §§ 4600-4805) designating an agent for making health care decisions in case of the principal's incapacity and or expressing the principal's health care and related choices.

Americans with Disabilities Act – a federal remedial statute designed to eliminate discrimination against individuals with disabilities and to integrate individuals with disabilities in all areas of society.

Area Agency on Aging – the agency on aging designated in a planning and service area to develop and administer the area plan for a comprehensive and coordinated system of services for older people. See 42 U.S.C. § 3025(b).

Community Legal Education – An essential system of outreach to inform elders, other service providers and concerned parties of the legal rights of older people in community education forums, which will vary based on the literacy, sophistication, predominant language, available resources, and geographic dispersion of clients. Community legal education is specifically discussed in Standard 3.6 of the "ABA Standards for the Provision of Civil Legal Aid," where it is described as an important tool for providers and which is available from the State Legal Services Developer.

Conservatorship – a court proceeding to appoint a manager for the financial affairs and/or the personal care of an adult who is either physically or mentally unable to handle either or both.

Legal Assistance – (a) means legal advice and representation provided by an attorney to older individuals with economic or social needs; and (b) includes – (i) to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under

California Statewide Guidelines for Legal Assistance

the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law. See 42 U.S.C. § 3002(33). Direct legal assistance may be provided face-to-face, by telephone, or by electronic communication and includes, but is not limited to, advice and consultation, litigation, administrative representation, brief services, preparing legal documents and pro se assistance.

Direct Supervision – oversight of the provision of services by a professional licensed to provide such services, so as to ensure appropriate quality and scope of services. Direct supervision necessarily includes, but is not limited to, a substantial degree of personal review of work product, and availability to respond to questions from the persons being supervised.

Exploitation – (a) the fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an older individual for monetary or personal benefit, profit, or gain, or that results in depriving an older individual of rightful access to, or use of, benefits, resources, belongings, or assets; (b) In subparagraph (a), the term "caregiver" means an individual who has the responsibility for the care of an older individual, either voluntarily, by contract, by receipt of payment for care, or as a result of the operation of law and means a family member or other individual who provides (on behalf of such individual or of a public or private agency, organization, or institution) compensated or uncompensated care to an older individual. See 42 U.S.C. § 3002(18).

Greatest economic need – the need resulting from an income level at or below 125% of the current official Federal Poverty Guideline amounts, consistent with financial eligibility policies of the Legal Services Corporation and the Uniform Reporting System for California. See 45 C.F.R § 1611.3. This includes exceptions to the income ceiling for those at 200% or less of the Federal Poverty Guidelines amounts in certain circumstances as enumerated in the Legal Services Corporation regulations. *Id.* at § 1611.5. (Providers may also take the California Elder Economic Security Index into account, as Area Agencies do during their mandated planning process when identifying those in greatest economic need. See Cal. Welf. & Inst. Code § 9400.)

Greatest social need – the need caused by non-economic factors, which include:

- (A) physical and mental disabilities;
- (B) language barriers, and
- (C) cultural, social or geographical isolation, including isolation caused by race or ethnicity, sexual orientation or gender identity, or housing status or mobility issue that:
 - (i) restricts the ability of an individual to perform normal daily tasks;
 - (ii) or threatens the capacity of the individual to live independently.

California Statewide Guidelines for Legal Assistance

Legal Services Provider (LSP) – an entity that is funded to deliver legal services to older people pursuant to the OAA. Note that this definition shall include, and these Guidelines thus shall apply to any OAA Title IV funded hotline, should one exist.

Legal Services Corporation (LSC) – a private, non-membership nonprofit corporation, that provides financial support for legal assistance in non-criminal proceedings or matters to people financially unable to afford legal assistance. See 42 U.S.C. § 2996b(a).

Long Term Care Ombudsman Program – a program established by the OAA using State-certified paid and volunteer ombudsman representatives and volunteers who advocate on behalf of residents of long-term care facilities (and potentially individuals receiving long term services and supports in the community) to seek remedies for both individual and systemic issues, and investigate complaints of elder abuse within these facilities. See 42 U.S.C. § 3058g.

Medi-Cal – California's Medicaid, the federal and state program of medical assistance for needy and low-income people.

Medicare – a federal health insurance program administered by the Centers for Medicare & Medicaid Services (CMS) in the Department of Health and Human Services. that is available regardless of income. Most people 65 years of age or older and certain disabled or blind people, regardless of age, are covered.

Monitoring Tool – instrument used to provide specific information about legal services, including staffing, targeting, intake and outreach. Monitoring tools should include components that enable AAAs and providers to assess contractual compliance, ensure consistency with these Guidelines, evaluate the quality and impact of programs, and review program goals and outcomes.

Older Americans Act of 1965 (OAA) – a federal Act to provide assistance in the development of new or improved programs to help older people, through grants to states for community planning and services and for training, through research, development, or training project grants, and to establish within the Department of Health and Human Services an operating agency to be designated as the Administration on Aging (Note that the Administration on Aging is now a part of the Administration for Community Living, established in April 2012 by bringing together the Administration on Aging, the Office on Disability and the Administration on Developmental Disabilities and is part of the Department of Health and Human Services). See 42 U.S.C. § 3001 *et seq.*

California Statewide Guidelines for Legal Assistance

Outreach – the process of informing potential clients regarding legal information, legal issues, available services and how to access those services. This may include specific information about available services or general education on legal and other relevant issues. Outreach is the key to implementing the targeting and priority setting goals in the OAA. Outreach may also include communication with other organizations or agencies that serve elders targeted under the OAA, such as APS, law enforcement, and community organizations.

Paralegal – a person who is qualified by education, training, or work experience, who either contracts with, or is employed by, an attorney, law firm, corporation, governmental agency, or other entity, and who performs substantial legal work under the direction and supervision of an active member of the State Bar of California.

Planning and Service Area – a geographic area that is designated for purposes of planning, development, delivery, and overall administration of services under an area plan. See 42 U.S.C. § 3025.

Program Staff – includes attorneys, law students, paralegals or unlicensed attorneys, lay advocates, and legal secretaries acting under the supervision of a licensed attorney or as provided by California law, who are employed by a legal services provider and whose primary job duties concern providing legal services to target populations pursuant to the OAA.

State Legal Service Developer – a person whose position is mandated by the OAA and whose mission providing state leadership in a) developing legal assistance programs for older people (42 U.S.C. § 3027(a)(13)), and b) securing and maintaining legal rights of older persons (42 U.S.C. § 3058).

State Unit on Aging – the California Department of Aging, which administers programs that serve older adults, including legal services programs, administers funds allocated under the federal OAA and the Older Californians Act; referred to throughout this document as “the State.”

Targeting – the requirement in the OAA that services reach older people with greatest economic and social need, with particular attention to low-income individuals, low-income minority individuals, older individuals residing in rural areas, with limited English proficiency, with severe disabilities (physical and/or mental), isolated because of sexual orientation or gender identity, at risk for institutional placement, or other isolated older individuals.

III. MISSION STATEMENT

Ensure justice, dignity, health, security, maximum autonomy and independence to older Californians, particularly those in greatest need, by protecting and enforcing the legal rights of individuals and by promoting social change through broad elder rights advocacy.

IV. PROGRAM PURPOSE

The purpose of the Legal Services Program is to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the State of California.

In the development and implementation of local legal services programs, OAA Title III-B legal services providers ("LSPs"), along with their partners, AAAs, Ombudsman programs and the State are to be guided as follows:

- All partners should recognize that LSPs are a part of the continuum of aging services and coordinate with other Older American Act programs to economize costs and develop systems for greatest impact.
- All partners should communicate to each other and to outside interested parties the important impacts of legal services.
- LSPs and AAAs should work together to identify target population – those in greatest social or economic need, or otherwise vulnerable older adults.
- LSPs and AAAs should work together to identify priority legal issues, using this document and the OAA as a guide, but more specifically delineating priorities for each service area in a given time period.
- LSPs and AAAs should work together with a mutual understanding that, where possible, efforts should be made to focus on priority legal issues as designated in this document and further delineated in each service area.
- LSPs and AAAs should work together to make a positive impact on the lives and well being of disadvantaged or vulnerable older persons by balancing serving many individuals with targeting services to specific populations and focusing on their most critical legal issues.
- LSPs should address all OAA legal services needs

V. TARGET POPULATIONS

The OAA, as amended, specifies that services be targeted to those people in greatest social or economic need, including but not limited to low-income individuals, minorities, rural elders, and those with limited English proficiency. Recognizing that the resources of the OAA are inadequate to meet the legal needs of all older adults, legal assistance services must be targeted to specific populations of older adults.

The target populations shall be determined after consideration of the personal and issue-specific risk factors outlined herein. LSPs and AAAs should collaborate to the greatest extent possible and appropriate to identify what populations are in the greatest social or economic need in their service area. Identified populations will vary from program to program to reflect the needs of the particular geographic locale served by each program. This identification can be achieved through formal or informal legal needs assessments, interviews with other service providers, and input from the targeted client groups.

After identifying appropriate target groups, AAAs and LSPs should again collaborate to the extent possible and appropriate to jointly develop a plan to ensure that legal services are targeted to those populations. In developing plans for targeting of legal services to specific groups of older persons, consideration is to be given to ways the legal assistance program can assist such groups to achieve their desired outcome.

Both identification of target groups and plans for targeting and outreach should be reassessed on a regular basis.

Examples of groups, within the broad categories of those with greatest economic or social need are listed below. This list is not exhaustive, mandatory or in priority order; rather it represents a range of possibilities.

- Homebound or limited mobility
- Residing in long-term care facility
- Without access to transportation
- Living alone with no support or otherwise socially or geographically isolated
- Experiencing chronic health problems
- Abused
- Homeless or at risk of homelessness
- Deaf/Hearing Impaired
- Immigrants
- LGBT
- Limited English Proficiency
- People with physical disabilities
- People with dementia or other mental capacity issues
- Grandparents caring for grandchildren
- Formerly incarcerated

VI. PRIORITY LEGAL ISSUES

AAAs and LSPs shall consider the issue areas listed below in preparing their Area Plans and Requests for Proposals (RFP). However, AAAs and LSPs should work collaboratively to establish specific local priorities. In setting local priorities for legal services, LSPs should work together with AAAs as well as other local stakeholders to identify issues of greatest concern to the service area's identified target population(s). Consumer input, formal or informal needs assessments, review of program data and consideration of other available resources to meet the need are just a few of the methods that can be used to identify local priorities.

Below is a list of substantive legal issues that affect target populations in California and that conform to the requirements of the OAA. Each larger issue is an established priority under the OAA and each sub-issue has been identified as commonly arising in California in the given category. These are not listed in order of priority and the list is not exhaustive.

- Income/Nutrition
 - SSI
 - Social Security
 - Pensions/Retirement
 - CalFresh/Supplemental Nutrition Assistance Program (SNAP)
 - Unemployment

- Housing/Utilities
 - Tenant Rights
 - Real Property
 - Utilities

- Long-term Care
 - SNF
 - Facility issues
 - Community-based, long-term care services

- Healthcare
 - MediCal
 - Medicare
 - Managed care
 - Provider/services access
 - Private/Insurance

- Protective Services/Elder Abuse/Defense against Conservatorship
 - Conservatorship issues (focus on defending older persons against guardianship as called for in the OAA § 321(a)(6))
 - Restraining Orders
 - Abuse/neglect
 - Exploitation
 - Advanced Planning/Autonomy/advance directives

California Statewide Guidelines for Legal Assistance

Beyond the OAA priority issues listed above, consideration should be given to these issues identified as priorities in California:

- Consumer
 - Bankruptcy/debt
 - Contracts/warranties
 - Scams/identity theft

- Civil Rights
 - LEP Rights
 - Discrimination
 - Immigration

While all of the issues identified above have been identified as common issues throughout California, each service area's priority legal issues will be unique and need not include all of the issues listed. *AAAs and LSPs will jointly establish priorities issues for their service area.* Nothing in these Guidelines shall be construed to require that the LSP provide services in all of these issue areas. LSPs have the discretion to accept special compelling cases in other substantive issue areas not identified above. Also, regardless of the priority issues established by the AAA and LSPs for their area, LSPs can and should consider other factors when deciding whether or not each individual case is appropriate for acceptance. These factors include a client's individual circumstances, the merits of each case, the expertise of the LSP's staff in the type of case, the availability of assistance from complementary service providers and the impact the case might have on the community.

VII. MECHANISMS FOR REACHING TARGETED GROUPS AND ADDRESSING PRIORITY ISSUES

After having jointly identified target populations and priority legal issues, AAAs and LSPs should consider what mechanisms they will use to reach those populations and provide services on those issues. Outreach may involve efforts aimed at targeted seniors or efforts aimed indirectly at seniors via other organizations that serve them. Outreach may also involve education or training. Collaboration between AAAs and LSPs is strongly encouraged in identifying targeting mechanisms and developing strategies. Consultation with other local stakeholders and service providers is also encouraged.

Strategic outreach is the key to implementing the targeting and priority setting goals. Outreach in its broadest sense involves a variety of strategies. A "first-come-first-served" program is the result of unfocused outreach and does not effectively reach targeted client populations. Almost by definition, the most at-risk vulnerable older adults are the most difficult to reach and serve. Only focused outreach will achieve the goal of reaching and serving those groups.

California Statewide Guidelines for Legal Assistance

Successful outreach efforts may include: distribution of information about services to community members, community legal education, developing referral sources among providers and community based organizations who work directly with target groups; including representatives of target groups on advisory boards; participating in groups or organizations for vulnerable adults; using culturally appropriate outreach materials; expanding intake hours and sites; developing additional ways to access services; utilizing media directed to target populations; utilizing bilingual staff; and other strategies to promote access. While outreach efforts, such as community legal education, are aimed at potential legal services clients, outreach may also occur to other organizations and providers. AAAs and LSPs should consider many factors in developing an outreach strategy including time and resources required for different types of outreach, availability of other community resources, both in terms of quantity of resources available and types of services, willingness of other organizations to collaborate, and importance of the target issue or population addressed. For example, some outreach efforts require establishment of relationships and partnerships with other organizations and communities that may be heavily time and resource consuming but will ultimately lead to more appropriately targeted services. Other outreach efforts, while more easily accomplished or perhaps resulting in more clients served, may not succeed in targeting the identified populations or issues. These factors should be considered by AAAs and LSPs in development of outreach strategies.

State and Area Plans are required to include plans for outreach to special target populations. A RFP for Legal Assistance must include a requirement for an outreach plan to such groups. This plan is an important factor to be considered by the AAA in contracting decisions and the contract negotiation process. Outreach plans addressed during the contract negotiation process should not be purely quantitative but rather should consider broader, qualitative impact and effective use of resources based on the specific target populations and issues.

No matter how well suited to a community, for a program to be successful, people must know of its existence, it must be easily accessible, and older people in the community must become aware of the value of legal assistance in protecting their interests and improving their lives.

VIII. PROVIDER ROLES AND RESPONSIBILITIES

A. General Expectations

Legal services providers (LSPs) are expected to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the relevant PSA. The primary focus of the LSP is to deliver direct legal assistance services.

B. Staff Expectations

1. Each program is expected to provide access, at no cost, to legal assistance by attorneys licensed and in good standing to practice law in the State of California. Law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates may provide legal assistance under the direct supervision of a licensed attorney or as otherwise permitted by California law. Each program is required to carry adequate malpractice insurance in accordance with CDA requirements.
2. Program staff are expected to have experience and training or propose a plan for obtaining the necessary training in the priority subject areas of law in which they are providing services.
3. Program advocates are encouraged each year to attend training being provided or sponsored by the State relevant to the subject areas of legal assistance.

C. Other Provider Expectations

The LSPs are expected to:

1. Operate according to the Guidelines as set forth in this document and any amendments thereto.
2. Work collaboratively to reach concurrence with the AAA, on an annual basis (or alternatively just in the 2nd, 3rd, and 4th years of the LSP's contract, i.e., not during the competitive RFP process), on the local legal services needs, issue area priorities and identification of target populations.
3. Assist the State and the AAA in developing and amending a model monitoring tool to ensure consistency in the delivery of legal services and that LSPs are providing priority legal services to meet the local needs of the targeted population groups.
4. Refer clients, as necessary, to other appropriate agencies or organizations for services.

5. Comply with specific requirements of the OAA by doing the following:
 - a. Utilize funds received from the AAA to maintain existing levels of legal services to eligible individuals and, to the extent practicable, assure that legal services furnished will be in addition to any legal services being furnished with funds from other sources. See 42 U.S.C. § 3027(a)(11)(D). Additionally, any voluntary contributions shall be used to expand services and to supplement (not supplant) OAA funds. See 42 U.S.C. § 3030c-2(b)(4)(D).
 - b. Not condition access to the provision of Title III-B funded legal assistance to any person 60 years of age or older solely on his/her level of income. See 42 U.S.C. § 3030c-2(b)(3). However, a LSP may question the client about financial circumstances as part of the process of providing legal advice, counsel and representation, and also for the purpose of identifying additional financial resources to which the client may be entitled, and to assist in targeting its resources to provide services to clients with greatest social or economic needs. See 45 C.F.R. § 1321.71(e).
 - c. Not deny services to any individual who does not contribute to the cost of the service. See 42 U.S.C. § 3030c-2(b)(3). Clients shall be given an opportunity to voluntarily contribute to the cost of the services they receive. Such opportunity shall be provided in a manner that ensures privacy with respect to contributions. LSPs shall clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. The method of announcing the opportunity to contribute must not discourage the utilization of the service by the contributor or other potentially eligible individuals.
 - d. Demonstrate the ability to provide legal assistance in the primary language(s) spoken by clients. See 45 C.F.R. § 1321.71(c)(5).
 - e. Coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program. See 42 U.S.C. § 3027(a)(11)(B).
 - f. Coordinate legal assistance activities with the private Bar including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis. See 42 U.S.C. § 3027(a)(11)(A)(iii).

California Statewide Guidelines for Legal Assistance

6. Establish a written grievance process for disposition of complaints made by or on behalf of older individuals. See 22 C.C.R. § 7400(a)(2).
7. Have ready access to relevant legal authorities for all appropriate staff, including relevant federal, state, and local laws, manuals for relevant government programs, and relevant support center manuals.
8. Have in place written procedures for case intake, acceptance and rejection.
9. Develop and follow a protocol and a program policy for referral of fee generating cases consistent with the OAA Regulations. See 45 C.F.R. § 1321.71(g).

D. Coordination with the Long-Term Care Ombudsman Program

The ombudsman program is responsible for advocating and investigating complaints on behalf of the residents of long-term care facilities (LTCFs). In addition, the ombudsman program maintains an ongoing presence at LTCFs, monitors care conditions, and serves as a voice for LTCF residents unable to speak for themselves. Other ombudsman responsibilities include representing the interest of the residents wherever possible, witnessing advanced directives, and educating consumers about residents' rights and good care practices. The ombudsman should maintain strict confidentiality unless resident consent is granted.

The LSP and ombudsman operating within the PSA are expected to develop a Memorandum of Understanding (MOU) which will outline their respective roles and responsibilities, mechanisms for appropriate referral to the LSP and other coordination issues. Sample MOUs can be provided by the State upon request.

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and ombudsman services are provided by the same agency, LSPs must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may provide legal consultation to the ombudsman program only in instances where there is a civil suit or other legal action involving a LTCF resident and an ombudsman or the program is called as a witness or has been subpoenaed. LSPs shall not provide legal representation to the

ombudsman program. Representation of the ombudsman program is the responsibility of the State as described below in Section . X.B.4.

E. Other Coordination Expectations

1. LSPs are to coordinate with the network of other service providers, including but not limited to other LSPs, HICAP, senior information and assistance, APS, law enforcement, and case management services, within the limits of confidentiality.
2. LSPs and the State are to emphasize improved communication and sharing of knowledge and resources as part of the statewide LSP community for the benefit of all California seniors. This may include regular communication among LSPs via listserv, on phone calls, and at periodic in-person meetings.
5. LSPs and a statewide or regional senior legal hotline, if available, will coordinate services with each other to maximize benefits to clients in keeping with local needs and conditions.

F. Ethical Guidelines for Providers

1. LSPs must maintain confidentiality in accordance with relevant law and professional codes.
2. LSPs must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code § 6000, *et seq.*) and any other statutes or canons governing the practice of law or the treatment of confidential information in California.
3. LSPs shall develop and make available to the AAAs and the State Legal Services Developer a program policy on conflicts of interest related to outside employment and client representation.
4. The LSPs that are agencies of a county government are required to provide or refer to an alternate resource for legal assistance where conflict exists between the client and any agency of the county government.
5. LSPs are to exercise all reasonable efforts to avoid conflicts of interest among clients in accordance with the California Rules of Professional Responsibility, and identify alternate sources of legal assistance for clients who cannot be assisted by the provider.
6. LSPs are to make the best effort to clearly identify who is the prospective client and to educate the client or prospective client and other interested parties presenting the client's concerns and aging services communities about the potential conflict.

IX. AREA AGENCY ON AGING ROLES AND RESPONSIBILITIES

A. General Area Agency on Aging Expectations

AAAs are expected to work with the LSPs to provide leadership on all aging issues in their respective planning and service areas. This leadership will extend to overall planning, advocacy, coordination of services, interagency linkages, information sharing, monitoring, evaluation and support. The AAA will ensure that legal assistance services are incorporated into the area's aging network and ensure that the focus of legal assistance services is consistent with agency identified local goals under the approved area plan.

B. Specific Area Agency on Aging Expectations

With respect to legal assistance, the AAAs are expected to:

1. Work collaboratively, on an annual basis (or alternatively just in the 2nd, 3rd, and 4th years of the LSP's contract), to reach concurrence with the LSP on the local legal services needs, issue area priorities and identification of target populations.
2. Assure that LSPs are funded as a priority service and that legal assistance services are available throughout the planning and service area, as resources allow, in accordance with the OAA.
3. Select through a competitive process the LSP(s) best able to demonstrate the experience and capacity to meet the requirements of federal and state laws and regulations, address local concerns, and fulfill these Guidelines.
4. Assure that the primary focus of the LSP is to deliver high quality, high-impact, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the relevant planning and service area.
5. Develop and maintain, in partnership with the State and LSPs, a model monitoring tool for legal assistance services.
6. Monitor the program annually to assess compliance with Federal and State laws and regulations and contractual requirements, and to ensure consistency with the Guidelines.
7. Ensure that LSPs have a system in place to allow clients to file complaints or grievances about the operation of the legal assistance program, consistent with Section VIII(C)(6) of these Guidelines.

8. Develop a model Request for Proposals, in partnership with the State Legal Services Developer, consistent with these Guidelines and adapted to each PSA.
9. Consider the quality and not just the quantity of legal services when monitoring and evaluating LSPs and, understand that in certain instances, greater impact can be achieved by serving fewer clients or in fewer hours.

C. Coordination, Training and Support Responsibilities

AAAs will, through the procurement and monitoring processes, ensure that LSPs demonstrate:

1. That staff have sufficient professional skills and receive training each year relevant to the subject areas of legal assistance being provided.
2. That a method exists to ensure coordination with other legal and non-legal service providers, including but not limited to Ombudsman, HICAP, senior information and assistance, APS, law enforcement, and case management services, within the limits of confidentiality.
3. That an outreach plan is developed and implemented.
4. That all relevant staff have reviewed and are apprised of agreed upon priority issue areas, target populations, and targeting mechanisms.

D. Ethics and Confidentiality

AAAs are to recognize and respect that LSPs must abide by the California Rules of Professional Conduct, the State Bar Act (Cal. Bus. & Prof. Code, § 6000, *et seq.*) and any other statutes or canons governing the practice of law or the treatment of confidential information in California. AAAs are to observe and respect attorney-client privilege held by LSPs and their clients. The OAA mandates observation of attorney-client privilege, but it also includes provisions concerning a lawyer's ethical obligations to protect client confidentiality. The legislative history of the act makes clear that this includes any client identifying information. Therefore, AAAs are to respect not just attorney-client privilege but that LSPs have a general ethical duty of confidentiality and may be legally justified in protecting client information.

X. STATE UNIT ON AGING ROLES AND RESPONSIBILITIES

A. General State Expectations

With respect to legal assistance, the State is expected to:

1. Develop an Elder Rights Plan, as a part of the State Plan, which will include and delineate a program to provide leadership for expanding the quality and quantity of legal and advocacy assistance in accordance with the program purposes outlined in Section IV. This function should be done in partnership with the AAAs, LSPs, consumers and other elder rights advocates. The State is to provide for a periodic assessment of the legal and advocacy needs of older individuals with respect to elder rights and unmet needs.
2. Provide a full-time Legal Services Developer and other personnel sufficient to ensure:
 - a. State leadership in securing and maintaining legal rights of older individuals.
 - b. Capacity for coordination of the provision of legal assistance funded under Title III-B and other funding sources.
 - c. Technical assistance, training, and supportive functions to AAAs, LSPs, ombudsman, and other appropriate individuals or organizations.
 - d. Regularly convene meetings with AAAs and LSPs.
3. Develop a system for monitoring the quality of legal assistance services, in partnership with the AAAs and LSPs. The monitoring system shall be designed in such a way as to protect the confidentiality of clients. Any monitoring shall take both quantity and quality of service into consideration with an understanding that in certain instances, greater impact can be achieved by serving fewer clients.

B. Other Expectations

1. The State will work with AAAs to develop a model Request for Proposals for adaptation to each area.
2. The State, in conjunction with AAAs and LSPs, will review and update these Guidelines for Legal Services as appropriate and will provide training as needed on the application and implementation of the Guidelines to the AAAs and LSPs.
3. The State will sponsor or provide training annually for LSPs.
4. The State will ensure that legal representation is provided to any representative of the ombudsman program against whom suit or other legal action is brought or threatened to be brought in connection with the performance of the official duties of the ombudsman. See 42 U.S.C. 3058g(g).

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:

MIZELL CENTER, 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:

\$1,568,706

One Million Five Hundred Sixty-Eight Thousand Seven Hundred Six 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-1 & III-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 (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	COUNTY OF RIVERSIDE
Mizell Center	Riverside County Office on Aging
Date Signed: <u>12/19/20</u>	Date Signed: <u>JAN 12 2021</u>
BY: <u>[Signature]</u>	BY: <u>Karen S. Spiegel</u>
Printed Name: <u>Wes Winter</u>	Printed Name: <u>KAREN SPIEGEL</u>
Title: <u>CEO</u>	Title: <u>Chair, Board of Supervisors</u>
Address:	Address:
480 South Sunrise Way Palm Springs, CA 92262	3610 Central Avenue, Suite 300 Riverside, CA 92506



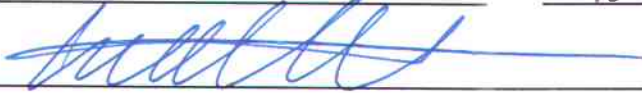
ATTEST:
 KECIA R. HARPER, Clerk
 By [Signature] DEPUTY

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: <u>Wes Winter</u>	Title: <u>Executive Director</u>
Signature: <u></u>	
Phone: <u>(760) 323-5689</u> <u> x 102</u>	E-mail address: <u>wesw@mizell.org</u>
Mailing Address(if different):	
Fiscal Documentation, Monthly Reimbursement Reports, Audits	
Name: <u>Peter Crusoe</u>	Title: <u>Director of Finance</u>
Signature: <u></u>	
Phone: <u>(760) 323-5689</u> <u> x 105</u>	E-mail address: <u>peterc@mizell.org</u>
Mailing Address(if different):	
Program Services, Program Reports	
Name: <u>Laura Castillo</u>	Title: <u>Director of Nutrition Services</u>
Signature: <u></u>	
Phone: <u>(760) 323-5689</u> <u> x 104</u>	E-mail address: <u>laurac@mizell.org</u>
Mailing Address(if different):	
<i>In the event of an emergency, RCOoA may contact Service Provider Board Chairperson:</i>	
Name: <u>Brian Wachs</u>	
Phone #: <u>(760) 218-7606</u>	
Mailing: <u>480 S. Sunrise Wy Palm Springs 92262</u>	
Email: <u>bwachs@mangusgroup.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

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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/. 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



MIZELL CENTER
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 the 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:

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 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	66,409
2. Number of new seniors to be served	As referred by RCOoA
3. Meals are provided	5 days a week
4. Meals are provided	184 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: Mizell Senior Center Address: 480 S. Sunrise Way Palm Springs, CA Phone #: 760-323-5689 Staff person: Laura Castillo Hours of Operation: M-F: 11:15am-12:15pm	Site: The Pointe Address: 3200 Baristo Rd Palm Springs, CA Phone #: 760-320-8756 Staff person: Paula Padelford Hours of Operation: T, Th: 11:30-12:00pm
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: _____ 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: _____ 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: _____ Annual site costs: _____	Site: Indio Senior Center Address: 45700 Aladdin St Indio, CA Phone #: 760-391-4171 Staff person: Nancy Vance Hours of Operation: M-F: 11:00am-12:00pm Number of meals: _____ Annual site costs: _____ 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: _____

Annual site costs: _____	Annual site costs: _____
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B. Home Delivered Meals Program:

1. Number of annual units of service 105,527
2. Number of new seniors to be served As referred by RCOoA
3. Meals are delivered 5 days a week
4. Meals are provided for 7 days a week
5. Meals are provided 272 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 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: Service Provider Budget Allocation Summary



FY 2020-21
 October 1, 2020 to June 30, 2021
 MIZELL CENTER

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	13,908	\$9.13	\$126,979		\$126,979
OA60750FY21	Title IIIC1: Congregate Meals - Nutrition Services Incentive Program	1 Meal Served	93.053	7,861	\$9.13	\$71,767		\$71,767
OA60751FY21	Title IIIC1: Congregate Meals	1 Meal Served	93.045	27,519	\$9.13	\$251,245		\$251,245
OA60753FY21	Title IIIC1: Congregate Meals - General Fund	1 Meal Served	93.045	17,121	\$9.13		\$156,313	\$156,313
				66,409			TITLE IIIC1 SUBTOTAL	\$606,304
OA42119FY21C	Title IIIC2: Home-Delivered Meals - CARES Act COVID Relief	1 Meal Served	93.045	14,927	\$9.12	\$136,130		\$136,130
OA60451FY21	Title IIIC2: Home-Delivered Meals	1 Meal Served	93.045	63,947	\$9.12	\$583,198		\$583,198
OA60453FY21	Title IIIC2: Home-Delivered Meals - General Fund	1 Meal Served	93.045	26,653	\$9.12		\$243,074	\$243,074
				105,527			TITLE IIIC2 SUBTOTAL	\$962,402
				171,936			FY 2020-21 INITIAL ALLOCATION TOTAL	\$1,568,706
				171,936			FY 2020-21 MAXIMUM OBLIGATION TOTAL	\$1,568,706



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

Contractor:

Mizell Center

Program and Service:

Title IIIC (C1- Congregate Meals)

Vendor #:

8275

Original:

Revision:

OTO:

Date:

DESCRIPTION OF REVENUE		FUNDING SOURCE	AMOUNT	
RCOoA Award Amounts:				
14	Federal Awards	OA60751FY21	Title IIIC1: Congregate Meals	251,245.00
15	Federal OTO			
16	State Awards	OA60753FY21	Title IIIC1: Congregate Meals - General Fund	156,313.00
17	State OTO			
18	Other Award (IFS *)	OA60750FY21 (Federal)	Title IIIC1: Congregate Meals - Nutrition Services Incentive Program	71,767.00
19	Other Award (IFS *)	OA42119FY21B (Federal)	Title IIIC1: Congregate Meals - CARES Act COVID Relief	126,979.00
20	Total RCOoA Award Amounts			606,304.00 OK
Program Income (May not be used for match):				
22	Donations from Program Participants			40,000.00
23	Other Program Income (IFS *)			
24	Other Program Income (IFS *)			
25	Total Program Income (May not be used for match)			40,000.00 OK
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
Match Third-Party In-Kind:				
34	Volunteer Services			39,975.00
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			39,975.00 OK
39	Total Program Resources			646,304.00 OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	27,916.00	39,975.00
Minimum Required Match	Title IIIE	25%	83,748.00	39,975.00
Minimum Required Match	Title VII	0%	-	39,975.00

* 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: Mizell Center
 Program and Service: Title IIIC (C1- Congregate Meals)
 Vendor #: 8275

Date: 10/01/2020

	Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
	Paid Personnel					
14	Total Salaries / Wages	167,797.00	10,000.00			157,797.00
15	Payroll Taxes	15,101.73				15,101.73
16	Workers' Compensation	15,101.73				15,101.73
17	Other Benefits	16,779.70	5,000.00			11,779.70
18	Total Paid Personnel	214,780.16	15,000.00	-		199,780.16
19	Third-Party In-Kind Personnel	39,975.00			39,975.00	
20	Total Personnel	254,755.16	15,000.00	-	39,975.00	239,755.16
21	Travel & Training *	2,000.00	1,000.00			1,000.00
22	Equipment					
23	Expendable Equipment (unit cost of < \$5,000)	10,000.00	2,500.00			7,500.00
24	Non-Expendable Equipment (unit cost ≥ \$5,000)	5,000.00	2,000.00			3,000.00
25	Total Equipment	15,000.00	4,500.00	-	-	10,500.00
26	Catered Food	50,000.00	5,000.00			45,000.00
27	Raw Food	202,510.84	10,000.00			192,510.84
28	Consultants *	8,000.00	4,000.00			4,000.00
29	Other Direct Expenses					
30	Building Rent and Utilities					
31	Lease / Rent *					-
32	Utilities *	11,000.00				11,000.00
33	Office Expense *	2,000.00				2,000.00
34	Vehicle Operations and Maintenance *	8,000.00	500.00			7,500.00
35	Outside Services *					-
36	Nutrition Education	1,000.00				1,000.00
37	Accounting *					-
38	Audit * **	8,500.00				8,500.00
39	Volunteer Expense *	1,200.00				1,200.00
40	Insurance *	8,000.00				8,000.00
41	Subcontracted Direct Service Costs *	1,500.00				1,500.00
42	Miscellaneous *	50,000.00				50,000.00
43	Total Other Direct Expenses	91,200.00	500.00	-	-	90,700.00
44	Indirect Costs (Maximum 10% of Total) *	22,838.00				22,838.00
45	Total Program Costs	646,304.00	40,000.00	-	39,975.00	606,304.00

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 #:

Mizell Center
 Title IIIC (C1- Congregate Meals)
 8275

Date: 10/01/2020

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	1,000.00	Training required for staff and volunteers for food safety, work safety, emergency procedures, proper sanitary practices.
Consultants	28	4,000.00	Required Nutritionist for the program, specialized equipment either kitchen or vehicle consultants.
Lease / Rent	31	-	
Utilities	32	11,000.00	Utilities and Telephone allocated to the program based upon analysis of the utility bills.
Office Expense	33	2,000.00	Office supplies, printing supplies, paper, files, etc.
Vehicle Operations and Maintenance	34	7,500.00	Vehicle maintenance, and fuel required for delivery of meals.
Outside Services	35	-	
Accounting	37	-	
Audit	38	8,500.00	Audit is required due to amount of Federal funds.
Volunteer Expense	39	1,200.00	Volunteer Needs, masks, gloves, hair nets
Insurance	40	8,000.00	Vehicle insurance, license and fees.
Subcontracted Direct Service Costs	41	1,500.00	Software Expenses, Licenses, Program Dues, Subscriptions, IT Assistance, and Professional Consultants/Ions.
Miscellaneous	42	50,000.00	Kitchen Expenses, Meal Service Supplies, Driver Communications, and production supplies.
Indirect Costs (Maximum 10% of Total)	44	22,838.00	Administrative/ Overhead Costs @ 5% for Human Resources, Executive Oversight, etc. (2020 RFP addition)

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 #:

Mizell Center
 Title IIC (C1- Congregate Meals)
 8275

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	Director of Finance	10.00	26.00	39	10,140.00	
2	Director of Nutrition	20.00	31.00	39	24,180.00	
3	Nutrition Administrative Lead	40.00	16.00	39	24,960.00	
4	Kitchen Manager	20.00	17.50	39	13,650.00	
5	Cook Lead	20.00	15.75	39	12,285.00	
6	Cook	20.00	15.00	39	11,700.00	
7	Kitchen Assistant 1	20.00	14.75	39	11,505.00	
8	Kitchen Assistant 1	20.00	14.50	39	11,310.00	
9	Kitchen Assistant 2	20.00	14.25	39	11,115.00	
10	Kitchen Assistant 2	15.00	14.25	39	8,336.00	
11	Outreach Lead	10.00	16.00	39	6,240.00	
12	Outreach Assistant/Relief Driver	5.00	15.00	39	2,925.00	
13	Driver 7	15.00	14.25	39	8,336.00	
14	Nutrition Assistant	20.00	14.25	39	11,115.00	
15					-	
16					-	
	Total Salaries / Wages: Section A				167,797.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				167,797.00	
	Total Payroll Taxes				15,101.73	
	Total Workers' Compensation				15,101.73	
	Total Other Benefits				16,779.70	
	TOTAL EMPLOYEE BENEFITS				46,983.16	
	TOTAL PAID PERSONNEL				214,780.16	

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:

Mizell Center

Date: 10/01/2020

Program and Service:

Title IIIC (C1- Congregate Meals)

Vendor #:

8275

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Volunteers	75.00	13.00	13	12,675.00	2 people per site/5 sites/@ 1.5 hour per person.
2	Volunteers	75.00	14.00	26	27,300.00	2 people per site/5 sites/@ 1.5 hour per person.
3					-	
4					-	
Third-Party In-Kind Personnel: Section A					39,975.00	
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					39,975.00	

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:

Mizell Center

Date: 10/01/2020

Program and Service:

Title IIIC (C2-Home Delivered Meals)

Vendor #:

8275

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards OA60451FY21	Title IIIC2: Home Delivered Meal	583,198.00	
15	Federal OTO			
16	State Awards OA60453FY21	Title IIIC2: HDM General Fund	243,074.00	
17	State OTO			
18	Other Award (IFS *) OA42119FY21C (Federal)	Title IIIC2: HDM- CARES Act COVID Relief	136,130.00	
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		962,402.00	OK
21	Program Income (May not be used for match):			
22	Donations from Program Participants		39,175.00	
23	Other Program Income (IFS *)			
24	Other Program Income (IFS *)			
25	Total Program Income (May not be used for match)		39,175.00	OK
26	Match Cash (From non-Federal sources):			
27	Donations NOT from Program Participants		13,000.00	
28	Fundraising Events		38,500.00	
29	Proceeds from Sale of Property / Equipment			
30	Service Fees Income (Non-RCOoA units)			
31	Other Match Cash (IFS *)			
32	Total Match Cash		51,500.00	OK
33	Match Third-Party In-Kind:			
34	Volunteer Services		13,325.00	
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		13,325.00	OK
39	Total Program Resources		1,053,077.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	64,800.00	64,825.00
Minimum Required Match	Title IIIE	25%	194,399.00	64,825.00
Minimum Required Match	Title VII	0%	-	64,825.00

* 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: Mizell Center
Program and Service: Title IIIC (C2-Home Delivered Meals)
Vendor #: 8275

Date: 10/01/2020

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	342,323.00	4,000.00	6,000.00		332,323.00
15 Payroll Taxes	30,809.07		1,500.00		29,309.07
16 Workers' Compensation	30,809.07				30,809.07
17 Other Benefits	34,232.30		3,000.00		31,232.30
18 Total Paid Personnel	438,173.44	4,000.00	10,500.00		423,673.44
19 Third-Party In-Kind Personnel	13,325.00			13,325.00	
20 Total Personnel	451,498.44	4,000.00	10,500.00	13,325.00	436,998.44
21 Travel & Training *	4,000.00	500.00	500.00		3,000.00
Equipment					
23 Expendable Equipment (unit cost of < \$5,000)	8,500.00				8,500.00
24 Non-Expendable Equipment (unit cost ≥ \$5,000)	5,700.00	1,500.00			4,200.00
25 Total Equipment	14,200.00	1,500.00	-	-	12,700.00
26 Catered Food	50,000.00	3,175.00	1,000.00		45,825.00
27 Raw Food	358,378.56	8,000.00	27,000.00		323,378.56
28 Consultants *	3,000.00		1,000.00		2,000.00
Other Direct Expenses					
Building Rent and Utilities					
31 Lease / Rent *					-
32 Utilities *	15,000.00	3,000.00	2,500.00		9,500.00
33 Office Expense *	8,000.00	2,000.00	500.00		5,500.00
34 Vehicle Operations and Maintenance *	40,000.00	2,000.00	500.00		37,500.00
35 Outside Services *					-
36 Nutrition Education	1,000.00	500.00			500.00
37 Accounting *					-
38 Audit * **	8,500.00	1,000.00			7,500.00
39 Volunteer Expense *					-
40 Insurance *	8,000.00	1,000.00			7,000.00
41 Subcontracted Direct Service Costs *	2,500.00	500.00			2,000.00
42 Miscellaneous *	49,000.00	4,000.00			45,000.00
43 Total Other Direct Expenses	132,000.00	14,000.00	3,500.00	-	114,500.00
44 Indirect Costs (Maximum 10% of Total) *	40,000.00	8,000.00	8,000.00		24,000.00
45 Total Program Costs	1,053,077.00	39,175.00	51,500.00	13,325.00	962,402.00

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

Contractor:
 Program and Service:
 Vendor #:

Mizell Center
 Title IIC (C2-Home Delivered Meals)
 8275

Date: 10/01/2020

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	3,000.00	Training required for staff and volunteers for food safety, work safety, emergency procedures, proper sanitary practices.
Consultants	28	2,000.00	Required Nutritionist for the program, specialized equipment either kitchen or vehicle consultants.
Lease / Rent	31	-	
Utilities	32	9,500.00	Utilities and Telephone allocated to the program based upon analysis of the utility bills.
Office Expense	33	5,500.00	Office supplies, printing supplies, paper, files, etc.
Vehicle Operations and Maintenance	34	37,500.00	Vehicle maintenance, and fuel required for delivery of meals.
Outside Services	35	-	
Accounting	37	-	
Audit	38	7,500.00	Audit is required due to amount of Federal funds.
Volunteer Expense	39	-	
Insurance	40	7,000.00	Vehicle insurance, license and fees.
Subcontracted Direct Service Costs	41	2,000.00	Software Expenses, Licenses, Program Dues, Subscriptions, IT Assistance, and Professional Consultants/ions.
Miscellaneous	42	45,000.00	Kitchen Expenses, Meal Service Supplies, Driver Communications, and production supplies.
Indirect Costs (Maximum 10% of Total)	44	24,000.00	Administrative/ Overhead Costs @ 5% for Human Resources, Executive Oversight, etc. (2020 RFP addition)

Exhibit C: Service Provider Budget Detail



**RIVERSIDE COUNTY
OFFICE ON AGING**



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

October 1, 2020 to June 30, 2021

Original: X
 Revision:
 OTO:

Contractor: Mizell Center
 Program and Service: Title IIIC (C2-Home Delivered Meals)
 Vendor #: 8275

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	Director of Finance	10.00	26.00	39	10,140.00	
2	Director of Nutrition	20.00	31.00	39	24,180.00	
3	Nutrition Administrative Lead	40.00	16.00	39	24,960.00	
4	Kitchen Manager	20.00	17.50	39	13,650.00	
5	Cook Lead	20.00	15.75	39	12,285.00	
6	Cook	20.00	15.00	39	11,700.00	
7	Kitchen Assistant 1	20.00	14.75	39	11,505.00	
8	Kitchen Assistant 1	20.00	14.50	39	11,310.00	
9	Kitchen Assistant 2	20.00	14.25	39	11,115.00	
10	Kitchen Asssitant 2	15.00	14.25	39	8,336.00	
11	Outreach Lead	30.00	16.00	39	18,720.00	
12	Outreach Assistant/Relief Driver	35.00	15.00	39	20,475.00	
13	Driver 1	40.00	14.25	39	22,230.00	
14	Driver 2	40.00	14.25	39	22,230.00	
15	Driver 3	40.00	14.25	39	22,230.00	
16	Driver 4	40.00	14.25	39	22,230.00	
17	Driver 5	40.00	14.25	39	22,230.00	
18	Driver 6	40.00	14.25	39	22,230.00	
19	Driver 7	25.00	14.25	39	13,894.00	
20	Driver On Call	30.00	14.25	39	16,673.00	
	Total Salaries / Wages: Section A				342,323.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				342,323.00	
	Total Payroll Taxes				30,809.07	
	Total Workers' Compensation				30,809.07	
	Total Other Benefits				34,232.30	
	TOTAL EMPLOYEE BENEFITS				95,850.44	
	TOTAL PAID PERSONNEL				438,173.44	

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: Mizell Center
Program and Service: Title IIIC (C2-Home Delivered Meals)
Vendor #: 8275

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	Volunteers	25.00	13.00	13	4,225.00	
2	Volunteers	25.00	14.00	26	9,100.00	
3					-	
4					-	
Third-Party In-Kind Personnel: Section A					13,325.00	
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					13,325.00	

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
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					-	
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
RCOA 2020-21

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

RCOA: RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, 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 "RCOA")

2. This Agreement period of performance is:

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

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

\$138,120

One Hundred Thirty-Eight Thousand One Hundred Twenty Dollars

4. The Service Provider agrees to comply with its 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 RC-1 & Title RC-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

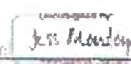
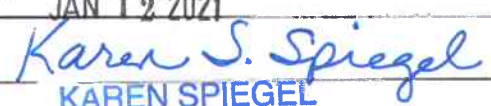
Exhibit D: Insurance Requirements

Exhibit E: County Fiscal Policy 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 contract. Each party to this Agreement agrees to the use of electronic signatures, as an digital signature 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 (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 Riverside-San Bernardino County Indian Health, Inc.	COUNTY OF RIVERSIDE Riverside County Office on Aging
Date Signed: <u>12/17/2020</u>	Date Signed: <u>JAN 12 2021</u>
Authorized by  Printed Name: <u>Jess Montoya</u>	By:  Printed Name: <u>KAREN SPIEGEL</u>
Title: <u>CFO</u>	Title: <u>Chair Board of Supervisors</u>
Address: 11960 W. Vernon Avenue Grand Terrace, CA 92313	Address: 2510 Central Avenue, Suite 300 Riverside, CA 92506

ATTEST:
 KECIA R. HARPER, Clerk
 By 
 DEPUTY

FORM APPROVED COUNTY COUNSEL
 BY: 
 DANIELLE D. MALAND

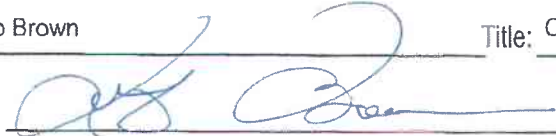
JAN 12 2021 3:25

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: Rob Brown Title: Controller

Signature: 

Phone: 888-268-0008 x4737 E-mail address: rbrown@rsbcih.org

Mailing Address(if different):

Fiscal Documentation, Monthly Reimbursement Reports, Audits

Name: Mark Jensen Title: CFO

Signature: 

Phone: 888-268-0008 x4736 E-mail address: mjensen@rsbcih.org

Mailing Address(if different):

Program Services, Program Reports

Name: Afua Khumalo Title: Director of Community Nutrition Services

Signature: 

Phone: 800-732-8805 x1433 E-mail address: akhumalo@rsbcih.org

Mailing Address(if different):

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

Name: Sherri Salgado

Phone #: 888-268-0008

Mailing: 11980 Mt Vernon Ave

Email: jmontoya@rsbcih.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	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

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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/. 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



RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, INC.
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 #OAARC-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 the 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:**

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

- 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

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 Congregate Meals 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 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. 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 9,906

2. Number of new seniors to be served TBD
3. Meals are provided 5 days a week
4. Meals are provided 184 days a year
5. Total number of volunteers 1
6. Suggested eligible participant donation \$3.00
7. Non-eligible fee per meal \$5.00
8. The following sites are approved Congregate Meal locations.

Site: <u>Morongo Clinic</u> Address: <u>11555 1/2 Potrero Rd</u> <u>Banning, CA 92220</u> Phone #: <u>800-732-8805</u> Staff person: <u>Chrystal Dhaughtery</u> Hours of Operation: <u>6:30a-1:30p</u> Number of meals: _____ Annual site costs: _____	Site: <u>Pechanga</u> Address: <u>12784 Pechanga Rd</u> <u>Temecula, CA 92390</u> Phone #: <u>800-732-8805</u> Staff person: <u>Ernedt Oyos</u> Hours of Operation: <u>6:30a-1:30p</u> Number of meals: _____ Annual site costs: _____
Site: <u>Torrez-Martinez</u> Address: <u>66725 Martinez Rd.</u> <u>Thermal, CA 92220</u> Phone #: <u>760-397-0300</u> Staff person: <u>Arlene</u> Hours of Operation: <u>10:00a-12:30p</u> Number of meals: _____ Annual site costs: _____	Site: <u>Soboba Tribal Hall</u> Address: <u>23904 Soboba Rd.</u> <u>San Jacinto, CA 92539</u> Phone #: <u>(800) 732 8805 ext. 1799</u> Staff person: <u>TBD</u> Hours of Operation: <u>Mon, Wed, Thu, 11:30a-12:30p</u> Number of meals: _____ Annual site costs: _____
Site: <u>Anza Community Center</u> Address: <u>56630 Hwy. 371</u> <u>Anza, CA 92539</u> Phone #: <u>(800) 732-8805 Ext. 1899</u> Staff person: <u>TBD</u> Hours of Operation: <u>Tue, Fri, 11:30a-12:00p</u> Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____

B. Home Delivered Meals Program:

1. Number of annual units of service 8,510
2. Number of new seniors to be served TBD
3. Meals are delivered 5 days a week
4. Meals are provided for 7 days a week
5. Meals are provided 272 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>Morongo</u>	Site: <u>Pechanga</u>
Address: <u>11555 ½ Potrero Rd</u>	Address: <u>12784 Pechanga</u>
<u>Banning, CA 92220</u>	<u>Temecula, CA 92390</u>
Phone #: <u>800-732-8805</u>	Phone #: <u>800-732-8805</u>

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

ROUTE	MILES	ROUTE	MILES
<u>Morongo/Soboba</u>	<u>50</u>		
<u>Morongo/TM</u>	<u>120</u>		
<u>Pechanga/Anza</u>	<u>125</u>		
<u>Morongo/Agua Caliente</u>	<u>50</u>		



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



Fiscal Year 2020-21
October 1, 2020 to June 30, 2021
RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH, INC.

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 III C1: Congregate Meals - CARES Act COVID Relief	1 Meal Served	93.045	848	\$7.50	\$6,360		\$6,360
OA42119FY21C	Title III C2: Home-Delivered Meals - CARES Act COVID Relief	1 Meal Served	93.045	3,982	\$7.50	\$29,865		\$29,865
OA60751FY21	Title III C1: Congregate Meals	1 Meal Served	93.045	9,058	\$7.50	\$67,935		\$67,935
OA60451FY21	Title III C2: Home-Delivered Meals	1 Meal Served	93.045	4,528	\$7.50	\$33,960		\$33,960
18,416							FY 2020-21 INITIAL ALLOCATION TOTAL	\$138,120
18,416							FY 2020-21 MAXIMUM OBLIGATION TOTAL	\$138,120



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: Riverside-San Bernardino County Indian Health, Inc.
Program and Service: Title IIIC-1 Congregate Meals
Vendor #: Z000132622

Date: 12/02/2020

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		67,935.00	
15	Federal OTO	CARES Act Covid Relief	6,360.00	
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		74,295.00	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		74,295.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	8,255.00	-
Minimum Required Match	Title IIIE	25%	24,765.00	-
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 #:

Date:

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOoA
Paid Personnel					
14 Total Salaries / Wages	40,170.00				40,170.00
15 Payroll Taxes	3,896.49				3,896.49
16 Workers' Compensation	1,767.48				1,767.48
17 Other Benefits	2,811.90				2,811.90
18 Total Paid Personnel	48,645.87	-	-		48,645.87
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	48,645.87	-	-	-	48,645.87
21 Travel & Training *					-
Equipment					
23 Expendable Equipment (unit cost of < \$5,000)	174.00				174.00
24 Non-Expendable Equipment (unit cost ≥ \$5,000)					-
25 Total Equipment	174.00	-	-	-	174.00
26 Catered Food					-
27 Raw Food	24,530.13				24,530.13
28 Consultants *					-
Other Direct Expenses					
Building Rent and Utilities					
31 Lease / Rent *	225.00				225.00
32 Utilities *					-
33 Office Expense *	450.00				450.00
34 Vehicle Operations and Maintenance *					-
35 Outside Services *					-
36 Nutrition Education	270.00				270.00
37 Accounting *					-
38 Audit * **					-
39 Volunteer Expense *					-
40 Insurance *					-
41 Subcontracted Direct Service Costs *					-
42 Miscellaneous *					-
43 Total Other Direct Expenses	945.00	-	-	-	945.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	74,295.00	-	-	-	74,295.00

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: 12/02/2020

rside-San Bernardino County Indian Health,
 Title IIC-1 Congregate Meals
 Z000132622

Contractor:
 Program and Service:
 Vendor #:

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	225.00	
Utilities	32	-	
Office Expense	33	450.00	
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: 12/02/2020

Contractor: Riverside-San Bernardino County Indian Health
Program and Service: Title III-C-1 Congregate Meals
Vendor #: Z000132622

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Head Cook	20.00	19.00	39	14,820.00	
2	Cooks Helper Driver	20.00	15.50	39	12,090.00	
3	Cooks Helper Driver	20.00	17.00	39	13,260.00	
4					-	
5					-	
Total Salaries / Wages: Section A					40,170.00	
Total Salaries / Wages: Section B					-	See detail in Section B
Total Salaries / Wages: Section C					-	See detail in Section C
TOTAL SALARIES / WAGES					40,170.00	
Total Payroll Taxes					3,896.49	
Total Workers' Compensation					1,767.48	
Total Other Benefits					2,811.90	
TOTAL EMPLOYEE BENEFITS					8,475.87	
TOTAL PAID PERSONNEL					48,645.87	

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

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date: 12/02/2020

Contractor: Riverside-San Bernardino County Indian Health
Program and Service: Title III-C-1 Congregate Meals
Vendor #: Z000132622

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: Riverside-San Bernardino County Indian Health, Inc.
 Program and Service: Title IIIC-2 Home Delivered Meals
 Vendor #: Z000132622

Date: 12/02/2020

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards		33,960.00	
15	Federal OTO	CARES ACT COVID Relief	29,865.00	
16	State Awards			
17	State OTO			
18	Other Award (IFS *)			
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		63,825.00	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		63,825.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	7,092.00	-
Minimum Required Match	Title IIIE	25%	21,275.00	-
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 #:

Date:

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOa
Paid Personnel					
14 Total Salaries / Wages	40,170.00				40,170.00
15 Payroll Taxes	3,896.49				3,896.49
16 Workers' Compensation	1,767.48				1,767.48
17 Other Benefits	2,811.90				2,811.90
18 Total Paid Personnel	48,645.87	-	-		48,645.87
19 Third-Party In-Kind Personnel	-			-	
20 Total Personnel	48,645.87	-	-	-	48,645.87
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	10,179.13				10,179.13
28 Consultants *					-
Other Direct Expenses					
Building Rent and Utilities					
31 Lease / Rent *					-
32 Utilities *					-
33 Office Expense *					-
34 Vehicle Operations and Maintenance *	5,000.00				5,000.00
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	5,000.00	-	-	-	5,000.00
44 Indirect Costs (Maximum 10% of Total) *					-
45 Total Program Costs	63,825.00	-	-	-	63,825.00

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: 12/02/2020

Contractor: Riverside-San Bernardino County Indian Health,
 Program and Service: Title III C-2 Home Delivered Meals
 Vendor #: Z000132622

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: 12/02/2020

Contractor: Riverside-San Bernardino County Indian Health, Inc.
Program and Service: Title IIIC-2 Home Delivered Meals
Vendor #: Z000132622

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Head Cook	20.00	19.00	39	14,820.00	
2	Cooks Helper/Driver	20.00	15.50	39	12,090.00	
3	Cooks Helper/Driver	20.00	17.00	39	13,260.00	
4					-	
5					-	
Total Salaries / Wages: Section A					40,170.00	
Total Salaries / Wages: Section B					-	See detail in Section B
Total Salaries / Wages: Section C					-	See detail in Section C
TOTAL SALARIES / WAGES					40,170.00	
Total Payroll Taxes					3,896.49	
Total Workers' Compensation					1,767.48	
Total Other Benefits					2,811.90	
TOTAL EMPLOYEE BENEFITS					8,475.87	
TOTAL PAID PERSONNEL					48,645.87	

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

Original:
Revision:
OTO:

October 1, 2020 to June 30, 2021

Date:

Contractor:
Program and Service:
Vendor #:

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

SODexo AMERICA, LLC, a Delaware limited liability company, (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:

\$2,185,844

Two Million One Hundred Eighty-Five Thousand Eight Hundred Forty-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 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 1633.171, 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 (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 Sodexo America, LLC	COUNTY OF RIVERSIDE Riverside County Office on Aging
Date Signed: Dec 16, 2020	Date Signed:
BY: <u>Jennifer King</u>	BY: <u>Karen S. Spiegel</u>
Printed Name: Jennifer King	Printed Name: KAREN SPIEGEL
Title: Senior Vice President	Title: Chair Board of Supervisors
Address:	Address:
5901 Washingtonian Boulevard Cathetersburg, MD 20878	3610 Central Avenue, Suite 300 Riverside, CA 92506

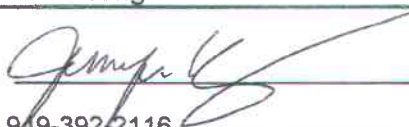

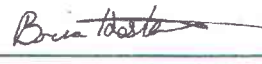
ATTEST:
KECIA R. HARPER, Clerk
By [Signature]
DEPUTY

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: <u>Jennifer King</u>	Title: <u>Senior Vice President</u>
Signature: 	
Phone: <u>949-392-2116</u>	E-mail address: <u>jennifer.king@sodexo.com</u>
Mailing Address(if different):	
Fiscal Documentation, Monthly Reimbursement Reports, Audits	
Name: <u>Brian Kesteleyn</u>	Title: <u>General Manager</u>
Signature: 	
Phone: <u>951-827-3613</u>	E-mail address: <u>brian.kesteleyn@sodexo.com</u>
Mailing Address(if different): <u>1200 University Ave, Riverside, CA 92507</u>	
Program Services, Program Reports	
Name: <u>Brian Kesteleyn</u>	Title: <u>General Manager</u>
Signature: 	
Phone: <u>951-827-3613</u>	E-mail address: <u>brian.kesteleyn@sodexo.com</u>
Mailing Address(if different): <u>1200 University Ave, Riverside, CA 92507</u>	
<i>In the event of an emergency, RCOoA may contact Service Provider Board Chairperson:</i>	
Name: <u>Jennifer King</u>	
Phone #: <u>949-392-2116</u>	
Mailing: _____	
Email: <u>jennifer.king@sodexo.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

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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/. 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 success 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



SODEXO AMERICA, LLC
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 the 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:

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; 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 (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 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 congregare 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 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 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 210,372
- 2. Number of new seniors to be served As referred by RCOoA
- 3. Meals are provided 5 days a week
- 4. Meals are provided 184 days a year
- 5. Total number of volunteers 26
- 6. Suggested eligible participant donation \$3.00
- 7. Non-eligible fee per meal \$5.00
- 8. Congregate sites where services will be delivered are identified below:

Site: <u>Norco Senior Center</u>	Site: <u>Charles Meigs Senior Center</u>
Address: <u>2690 Clark Ave.</u>	Address: <u>21091 Rider St.</u>
<u>Norco, CA 92861</u>	<u>Mead Valley, CA 92570</u>
Phone #: <u>951-270-5646</u>	Phone #: <u>951-210-1580</u>
Staff person: <u>Estella Guzman</u>	Staff person: <u>Angelica Bribiesca</u>
Hours of: <u>M-F: 11:30am-12:30pm</u>	Hours of Operation: <u>M-F: 12:00pm-1:00pm</u>

Number of meals:	12,795	Number of meals:	23,117
Annual site costs:	\$76,004	Annual site costs:	\$137,313
Site:	Lake Elsinore Senior Center	Site:	Moses-Shaffer Comm. Ctr.
Address:	420 E. Lakeshore Dr. Lake Elsinore, CA 92530	Address:	21565 Steele Peak Dr. Perris, CA 92570
Phone #:	951-674-3124	Phone #:	951-943-9126
Staff person:	Valerie Ruddy	Staff person:	Volunteer (Drop Off)
Hours of Operation:	M-F: 11:30am-12:30pm	Hours of Operation:	M-F: 12:00pm-1:00pm
Number of meals:	17,865	Number of meals:	7,799
Annual site costs:	\$106,116	Annual site costs:	\$46,326
Site:	Murrieta Senior Center	Site:	Mary Phillips Senior Center
Address:	41717 Juniper St. Murrieta, CA 92595	Address:	41845 Sixth St. Temecula, CA 92595
Phone #:	951-461-6122	Phone #:	951-694-6464
Staff person:	Priscilla Gonzalez	Staff person:	Vanessa Cabrera
Hours of Operation:	M-F: 11:30am-12:30pm	Hours of Operation:	M-F: 11:30am-12:30pm
Number of meals:	46,360	Number of meals:	19,036
Annual site costs:	\$275,379	Annual site costs:	\$113,071
Site:	UCR Extension	Site:	Stratton Senior Center
Address:	1200 University Ave. Riverside, CA 92507	Address:	2008 Martin Luther King Riverside, CA 92507
Phone #:	951-827-3613	Phone #:	951-826-5355
Staff person:	Brian Kesteley	Staff person:	Volunteer (Drop Off)
Hours of Operation:	M-F: 11:00am-12:00pm	Hours of Operation:	M-F: 11:30am-12:30pm
Number of meals:	0	Number of meals:	5,128
Annual site costs:	\$0.00	Annual site costs:	\$30,462
Site:	Goeske Senior Center	Site:	Corona
Address:	5257 Sierra St Riverside, CA 92509	Address:	801 Magnolia Ave. Corona, CA 92879
Phone #:	951-351-9163	Phone #:	951-279-8406
Staff person:	Kaitlyn Rieck	Staff person:	Volunteer
Hours of Operation:	M-F: 11:30am-12:30pm	Hours of Operation:	M-F: 11:30am-12:30pm
Number of meals:	57,983	Number of meals:	11,648
Annual site costs:	\$344,421	Annual site costs:	\$69,189

Site: _____	Site: <u>Villegas Senior Center</u>
Address: _____	Address: <u>7240 Marguerita St.</u>
Phone #: _____	Address: <u>Riverside, CA 92503</u>
Staff person: _____	Phone #: <u>951-351-6142</u>
Hours of Operation: _____	Staff person: <u>Volunteer (Drop Off)</u>
Number of meals: _____	Hours of Operation: <u>M-F: 11:30am-12:30pm</u>
Annual site costs: _____	Number of meals: <u>8,641</u>
	Annual site costs: <u>\$51,328</u>

B. Home Delivered Meals Program:

1. Number of annual units of service 154,247
2. Number of new seniors to be served As referred by RCOoA
3. Meals are delivered 5 days a week
4. Meals are provided for 7 days a week
5. Meals are provided 272 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: <u>UCR Extension</u>	Site: _____
Address: <u>1200 University Ave.</u>	Address: _____
<u>Riverside, CA 92507</u>	_____
Phone #: <u>951-827-3613</u>	Phone #: _____

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

ROUTE	MILES	ROUTE	MILES
<u>Norco</u>	<u>75</u>	<u>Temecula/Murrieta</u>	<u>385</u>
<u>Lake Elsinore</u>	<u>175</u>	<u>Mira Loma</u>	<u>100</u>
<u>Corona</u>	<u>100</u>	<u>Riverside</u>	<u>220</u>
<u>Banning/Beaumont/Cabazon</u>	<u>285</u>	<u>Calimesa</u>	<u>75</u>
<u>Perris/Canyon Lake/Mead</u>	<u>145</u>	<u>Sun City/Canyon Lake</u>	<u>380</u>
<u>Valley Sun City</u>	_____	_____	_____



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

Fiscal Year 2020-21
October 1, 2020 to June 30, 2021
SODEXO AMERICA, LLC



Funding Source Project/Grant	Funded Program	Service Unit Reporting Description	CFDA #	Number of Units	Unit Rate	Federal Funding	State Funding	County Funding	RCOOA Maximum Obligation
OA42119FY21B	Title III C1: Congregate Meals - CARES Act COVID Relief	1 Meal Served	93.045	122,222	\$5.94	\$726,000			\$726,000
OA60750FY21	Title III C1: Congregate Meals - Nutrition Services Incentive	1 Meal Served	93.053	12,082	\$5.94	\$71,768			\$71,768
OA60751FY21	Title III C1: Congregate Meals	1 Meal Served	93.045	31,877	\$5.94	\$189,351			\$189,351
OA60753FY21	Title III C1: Congregate Meals - General Fund	1 Meal Served	93.045	26,315	\$5.94		\$156,314		\$156,314
OA60782FY21	Title III C1: Congregate Meals - County	1 Meal Served	93.045	17,876	\$5.94			\$106,184	\$106,184
						TITLE III C1 SUBTOTAL		\$1,249,617	
OA42119FY21C	Title III C2: Home-Delivered Meals - CARES Act COVID Relief	1 Meal Served	93.045	41,877	\$5.94	\$248,749			\$248,749
OA60451FY21	Title III C2: Home-Delivered Meals	1 Meal Served	93.045	53,572	\$5.94	\$318,220			\$318,220
OA60453FY21	Title III C2: Home-Delivered Meals - General Fund	1 Meal Served	93.045	40,922	\$5.94		\$243,074		\$243,074
OA60482FY21	Title III C2: Home-Delivered Meals - County	1 Meal Served	93.045	17,876	\$5.94			\$106,184	\$106,184
						TITLE III C2 SUBTOTAL		\$916,227	
						TOTAL		\$2,165,844	
						FY 2020-21 INITIAL ALLOCATION TOTAL		\$2,165,844	
						FY 2020-21 MAXIMUM OBLIGATION TOTAL		\$2,165,844	



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:
Program and Service:
Vendor #:

Sodexo America, LLC.
Title IIIC-1 (Congregate Meals)
25959

Date: 10/01/2020

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards	OA42119FY21B	987,119.00	
15	Federal OTO			
16	State Awards	OA60753FY21	156,314.00	
17	State OTO			
18	Other Award (IFS *)	OA60782FY21	106,184.00	
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		1,249,617.00	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		77,853.00	
35	Donated Materials / Space		100,338.75	
36	Other Match Third-Party In-Kind (IFS *)			
37	Other Match Third-Party In-Kind (IFS *)			
38	Total Match Third-Party In-Kind		178,191.75	OK
39	Total Program Resources		1,427,808.75	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	109,680.00	178,191.75
Minimum Required Match	Title IIIE	25%	329,040.00	178,191.75
Minimum Required Match	Title VII	0%	-	178,191.75

* 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: Sodexo America, LLC.
Program and Service: Title III-C-1 (Congregate Meals)
Vendor #: 25959

Date: 10/01/2020

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOA
Paid Personnel					
14 Total Salaries / Wages	354,877				354,877.00
15 Payroll Taxes	34,423				34,423.07
16 Workers' Compensation	15,615				15,614.59
17 Other Benefits	24,841				24,841.39
18 Total Paid Personnel	429,756	-	-		429,756.05
19 Third-Party In-Kind Personnel	77,853			77,853.00	
20 Total Personnel	507,609	-	-	77,853.00	429,756.05
21 Travel & Training *					-
Equipment					
23 Expendable Equipment (unit cost of < \$5,000)	1,000				1,000.00
24 Non-Expendable Equipment (unit cost ≥ \$5,000)					-
25 Total Equipment	1,000	-	-	-	1,000.00
Catered Food					
27 Raw Food	399,877				399,877.44
28 Consultants *					-
Other Direct Expenses					
Building Rent and Utilities					
31 Lease / Rent *	100,339			100,338.75	-
32 Utilities *	4,454				4,453.65
33 Office Expense *					-
34 Vehicle Operations and Maintenance *	40,787				40,787.00
35 Outside Services *	10,500				10,500.00
36 Nutrition Education					-
37 Accounting *	8,429				8,429.03
38 Audit * **	15,000				15,000.00
39 Volunteer Expense *					-
40 Insurance *	30,935				30,934.80
41 Subcontracted Direct Service Costs *					-
42 Miscellaneous *	183,918				183,918.00
43 Total Other Direct Expenses	394,361	-	-	100,338.75	294,022.48
44 Indirect Costs (Maximum 10% of Total) *	124,961				124,961.00
45 Total Program Costs	1,427,808.75	-	-	178,191.75	1,249,617.00

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:

Revision:

OTO:

Date:

10/01/2020

Contractor:

Sodexo America, LLC.

Program and Service:

Title III-C-1 (Congregate Meals)

Vendor #:

25959

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	-	
Utilities	32	4,453.65	Telephone, Electricity
Office Expense	33	-	
Vehicle Operations and Maintenance	34		Operating/Maintenance and Repairs
Outside Services	35	10,500.00	Registered Dietician
Accounting	37	8,429.03	
Audit	38	15,000.00	Required Outside Audit
Volunteer Expense	39	-	
Insurance	40	30,934.80	Required Insurance
Subcontracted Direct Service Costs	41	-	
Miscellaneous	42	183,918.00	Paper, Plastic etc.
Indirect Costs (Maximum 10% of Total)	44	124,961.00	General Support Fees

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: Sodexo America, LLC.
Program and Service: Title IIIC-1 (Congregate Meals)
Vendor #: 25,959

PAID PERSONNEL BY POSITION - SECTION A						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
1	Cook	40.00	18.21	39	28,408.00	
2	Cook	40.00	18.21	39	28,408.00	
3	Site Coordinator/Cook 1	40.00	15.07	39	23,509.00	
4	Site Coordinator	25.00	14.50	39	14,138.00	
5	Site Coordinator	25.00	14.00	39	13,650.00	
6	Site Coordinator	10.00	14.00	39	5,460.00	
7	Site Coordinator	10.00	14.00	39	5,460.00	
8	Utility Worker	20.00	14.00	39	10,920.00	
9	Admin	25.00	23.59	39	23,000.00	
10	Production	40.00	14.00	39	21,840.00	
11	Food Service Worker	25.00	15.61	39	15,220.00	
12	Food Service Worker	25.00	14.00	39	13,650.00	
13	Food Service Worker	25.00	14.00	39	13,650.00	
14	Food Service Worker	25.00	14.00	39	13,650.00	
15	Food Service Worker	25.00	16.89	39	16,468.00	
16	Supervisor	40.00	23.85	39	37,206.00	
17					-	
18	GM	40.00	35.41	39	55,240.00	
19	GM Bonus				15,000.00	
20					-	
	Total Salaries / Wages: Section A				354,877.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				354,877.00	
	Total Payroll Taxes				34,423.07	
	Total Workers' Compensation				15,614.59	
	Total Other Benefits				24,841.39	
	TOTAL EMPLOYEE BENEFITS				74,879.05	
	TOTAL PAID PERSONNEL				429,756.05	

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
21					-	
22					-	
	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
23					-	
24					-	
	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: Sodexo America, LLC.
 Program and Service: Title III-C-1 (Congregate Meals)
 Vendor #: 25,959

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	Corona	6.25	13.50	39	3,291.00	
2	Goeske	30.00	13.50	39	15,795.00	
3	Lake Elsinore	10.00	13.50	39	5,265.00	
4	Mead Valley	27.00	13.50	39	14,216.00	
5	Murrieta	10.00	13.50	39	5,265.00	
6	Noco	5.00	13.50	39	2,633.00	
7	Temecula	5.00	13.50	39	2,633.00	
8					-	
9					-	
10	COVID Volunteers	71.00	13.50	30	28,755.00	
11					-	
12					-	
Third-Party In-Kind Personnel: Section A					77,853.00	
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					77,853.00	

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
13					-	
14					-	
15					-	
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
16					-	
17					-	
18					-	
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:

Sodexo America, LLC.

Date: 10/01/2020

Program and Service:

Title IIIC-2 (Home Delivered Meals)

Vendor #:

25959

	DESCRIPTION OF REVENUE	FUNDING SOURCE	AMOUNT	
	RCOoA Award Amounts:			
14	Federal Awards	OA42119FY21C	566,969.00	
15	Federal OTO			
16	State Awards	OA60453FY21	243,074.00	
17	State OTO			
18	Other Award (IFS *)	OA60482FY21	106,184.00	
19	Other Award (IFS *)			
20	Total RCOoA Award Amounts		916,227.00	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		70,370.00	
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		70,370.00	OK
39	Total Program Resources		986,597.00	OK

Match Reference		Rate	Minimum	Reported
Minimum Required Match	Title IIIB (not Omb.), IIIC	10%	62,997.00	70,370.00
Minimum Required Match	Title IIIE	25%	188,990.00	70,370.00
Minimum Required Match	Title VII	0%	-	70,370.00

* 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: Sodexo America, LLC
Program and Service: Title IIIC-2 (Home Delivered Meals)
Vendor #: 25959

Date: 10/01/2020

Budget Line Items	Total Cost	Program Inc.	Cash Match	In-Kind Match	Total RCOa
Paid Personnel					
14 Total Salaries / Wages	163,128				163,128.00
15 Payroll Taxes	15,823				15,823.42
16 Workers' Compensation	7,178				7,177.63
17 Other Benefits	11,419				11,418.96
18 Total Paid Personnel	197,548	-	-		197,548.01
19 Third-Party In-Kind Personnel	70,370			70,370.00	
20 Total Personnel	267,918	-	-	70,370.00	197,548.01
21 Travel & Training *					-
Equipment					
23 Expendable Equipment (unit cost of < \$5,000)	1,000				1,000.00
24 Non-Expendable Equipment (unit cost ≥ \$5,000)					-
25 Total Equipment	1,000	-	-	-	1,000.00
Catered Food					
27 Raw Food	462,358				462,358.00
28 Consultants *					-
Other Direct Expenses					
Building Rent and Utilities					
31 Lease / Rent *	45,000				45,000.00
32 Utilities *	99				99.00
33 Office Expense *					-
34 Vehicle Operations and Maintenance *	102,064				102,064.00
35 Outside Services *					-
36 Nutrition Education					-
37 Accounting *	1,448				1,448.00
38 Audit * **					-
39 Volunteer Expense *					-
40 Insurance *	12,744				12,744.00
41 Subcontracted Direct Service Costs *					-
42 Miscellaneous *	2,344				2,343.99
43 Total Other Direct Expenses	163,699	-	-	-	163,698.99
44 Indirect Costs (Maximum 10% of Total) *	91,622				91,622.00
45 Total Program Costs	986,597.00	-	-	70,370.00	916,227.00

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:

Revision:

OTO:

Date: 10/01/2020

Contractor: Sodexo America, LLC.
 Program and Service: Title III-C-2 (Home Delivered Meals)
 Vendor #: 25959

Budget Line Items	Line #	Total RCOoA	Explanation
Travel & Training	21	-	
Consultants	28	-	
Lease / Rent	31	45,000.00	Lease for UCR Extension
Utilities	32	99.00	Telephone
Office Expense	33	-	
Vehicle Operations and Maintenance	34	102,064.00	Operating/Maintenance and Repairs
Outside Services	35	-	
Accounting	37	1,448.00	
Audit	38	-	
Volunteer Expense	39	-	
Insurance	40	12,744.00	Required Insurance
Subcontracted Direct Service Costs	41	-	
Miscellaneous	42	2,343.99	Paper, Plastic etc.
Indirect Costs (Maximum 10% of Total)	44	91,622.00	General Support Fees

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 #:

Sodexo America, LLC.
Title III-C-2 (Home Delivered Meals)
25,959

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	Cook - Senior	40.00	22.83	39	35,615.00	
2	Driver	40.00	14.00	39	21,840.00	
3	Driver	30.00	15.50	39	18,135.00	
4	Driver	30.00	15.00	39	17,550.00	
5	Driver	30.00	14.00	39	16,380.00	
6	Driver	32.00	15.83	39	19,756.00	
7	Driver	32.00	14.00	39	17,472.00	
8	Utility	20.00	14.00	39	10,920.00	
9	Production	10.00	14.00	39	5,460.00	
10				39	-	
11					-	
	Total Salaries / Wages: Section A				163,128.00	
	Total Salaries / Wages: Section B				-	See detail in Section B
	Total Salaries / Wages: Section C				-	See detail in Section C
	TOTAL SALARIES / WAGES				163,128.00	
	Total Payroll Taxes				15,823.42	
	Total Workers' Compensation				7,177.63	
	Total Other Benefits				11,418.96	
	TOTAL EMPLOYEE BENEFITS				34,420.01	
	TOTAL PAID PERSONNEL				197,548.01	

PAID PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
12					-	
13					-	
14					-	
	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
15					-	
16					-	
17					-	
	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 #:

Sodexo America, LLC.
Title IIIC-2 (Home Delivered Meals)
25,959

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	Banning/Beaumont	12.50	13.50	25	4,219.00	HDM Volunteers are minimal due to COVID
2	Corona/Norco	15.00	13.50	25	5,063.00	
3	Perris	30.00	13.50	25	10,125.00	
4	Riverside	55.00	13.50	25	18,563.00	
5	Mira Loma	14.00	13.50	25	4,725.00	
6	Sun City	66.00	13.50	25	22,275.00	
7	Temecula/Murrieta	16.00	13.50	25	5,400.00	
8					-	
9					-	
	Third-Party In-Kind Personnel: Section A				70,370.00	
	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				70,370.00	

THIRD-PARTY IN-KIND PERSONNEL BY POSITION - SECTION B						
#	Position / Title	Hours per Week	Hourly Rate	Contract # of Weeks	Contract Budget	Comments / Notes
10					-	
11					-	
12					-	
	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
13					-	
14					-	
15					-	
	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