

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



**ITEM: 3.32
(ID # 18085)**

MEETING DATE:
Tuesday, April 26, 2022

FROM : OFFICE ON AGING:

SUBJECT: OFFICE ON AGING: Accept on behalf of Office on Aging the American Rescue Plan Act (ARPA) Allocation from the California Department of Aging (CDA) for ARPA Services for Older Adults and Adults with Disabilities, through September 30, 2024; Approval of Service Agreement Template and Amendments with Service Providers; and Authorize the Director of Office on Aging to Execute Said Agreements and Amendments; All Districts. [Total Cost: \$7,714,591 – 100% Federal]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept on behalf of the Riverside County Office on Aging (RCOoA) the 2021 American Rescue Plan Act (ARPA) allocation from the California Department of Aging (CDA) to be received by RCOoA in the amount of \$7,714,591;
2. Approve and authorize the Director of the Office on Aging, or designee, to execute and take all necessary steps to administer the ARPA allocation and sign any standard agreements, certifications, assurances, reports, amendments thereto, or any other documents related to the ARPA allocation or as required by CDA, and as approved as to form by County Counsel, and consistent with the Board's approval;

Continued on page 2

ACTION:Policy

Jewel Lee, Director of Office on Aging

3/30/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, and Hewitt
Nays: None
Absent: Washington
Date: April 26, 2022
xc: Office on Aging

Kecia R. Harper
Clerk of the Board

By
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the RCOoA to allocate up to \$7,714,591 in CDA ARPA funding to new and existing service providers by:
 - a. Approving the service agreement template, substantially to form, with qualified service providers selected after a completed competitive bidding process in amounts that do not exceed the aggregate approved allocated amount of CDA ARPA funding, and consistent with the CDA requirements for ARPA funds, and as approved as to form by County Counsel, through September 30, 2024; and
 - b. Approving any amendments and or renewals to existing service provider agreements, consistent with the CDA requirements for ARPA funds, as approved as to form by County Counsel that (i) make modifications to the scope of work that stay within the intent of the agreement, (ii) make modifications to the compensation provisions that do not exceed thirty (30%) percent of the original agreement and collectively with any new agreements not to exceed the approved CDA ARPA funding amount, through September 30, 2024; and
4. Authorize the Director of the Office on Aging, or designee, to execute the aforementioned agreements and amendments as approved as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$3,857,296	\$7,714,591	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 100%			Budget Adjustment:	No
			For Fiscal Year:	22/23-24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 11, 2021, President Biden signed the *American Rescue Plan Act of 2021* (H.R. 1319) into law. The \$1.9 trillion package is intended to combat the COVID-19 pandemic, including the significant public health and economic impacts.

As part of the \$362 billion in federal fiscal recovery aid for state and local governments, \$65.1 billion is provided in direct aid to counties. The California Department of Aging has allocated a share of its American Rescue Plan Act (ARPA) funding to the Riverside County Office on Aging (RCOoA) in the amount of \$7,714,591 and will be received over a two-year period.

CDA's deadline for RCOoA to expend the ARPA funds is September 30, 2024. RCOoA's ARPA funds will be received in two installments; the first installment is expected to be

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received by May 6, 2022. The second installment is expected to be received no sooner than 12 months following the first installment. Specific funding requirements by CDA are forthcoming, however, general guidance is that funds may be used to: (1) supplement and support Older Americans Act Title III, VII, and Health Insurance Counseling & Advocacy Program (HICAP) programs services provided by existing RCOoA service providers/vendors/contractors, including entering into any new agreements or sub agreements; or (2) establish new agreements through appropriate County procurement processes with new service providers/vendors/contractors to meet the diverse needs of Riverside County's elderly and adults with disabilities populations which have been further complicated by the COVID-19 pandemic.

RCOoA requests to accept these funds in the current fiscal year but will allocate to expanded programs and services starting next fiscal year, in the interest of ensuring that other funds available in the current fiscal year are utilized to maximum effect. The department expects to include these ARPA funds in the FY 22/23 budget and expects to allocate appropriately to include additional staff positions, expanded subcontractor services, and utilization of new vendors.

Impact on Residents and Businesses

Through supplementing existing agreements with additional funding, issuing separate agreements and sub agreements with service providers/vendors/contractors, and/or establishing new agreements with new service providers, RCOoA and its contracted partners will service the various and diverse needs of the elderly and disabled adult communities of Riverside County to further the established goals of the ARPA in accordance with ARPA and CDA funding requirements.

Additional Fiscal Information

There is no impact to county general funds and no additional match requirement for the current fiscal year; however, ARPA funds will be included and allocated in the department's annual budget.

Contract History and Price Reasonableness

On January 12, 2021 (Item 3.25), March 23, 2021 (Item 3.18), and May 11, 2021 (Item 3.18), the Board of Supervisors approved fourteen (14) agreements with vendors who provide ARPA services for Older Adults and Adults with Disabilities. These Agreements were competitively bid and those consistent with CDA requirements for ARPA funds are subject to amendments. New services required will be competitively bid following appropriate County procurement processes.

ATTACHMENTS:

- A. Service Agreement Template

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- B. Budget Display
- C. Program Memo


Ericka Lontajo, Principal Management Analyst 4/20/2022

COUNTY OF RIVERSIDE - DEPARTMENT OF THE OFFICE ON AGING
STANDARD AGREEMENT
 OOA STD AGT (Rev. 3/2022)

AGREEMENT NO.	RENEWAL NO. (If Applicable)
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1. This Standard Agreement (herein referred to as "Agreement") is made and entered into by and between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
 County of Riverside, a political subdivision of the State of California, on behalf of Riverside County Office on Aging

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Service	
Exhibit B	Budget Display	1 page
Exhibit B, Attachment 1	Budget & Reimbursement Provisions*	6 pages
Exhibit C	Budget Detail	
Exhibit D	Insurance Requirements*	3 pages
Exhibit E	Community Focal Points List*	2 pages

Items shown with an asterisk (*) (if any), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at <https://www.rcaging.org/Resources/Vendor-Resources>

5. 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 ("CUETA") 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 CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

COUNTY OF RIVERSIDE

CONTRACTING AGENCY NAME
 Riverside County Office on Aging

CONTRACTING BUSINESS ADDRESS 3610 Central Avenue, Suite 102	CITY Riverside	STATE California	ZIP 92506
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

COUNTY COUNSEL APPROVAL AS TO FORM

EXEMPTION (If Applicable)

FORM APPROVED COUNTY COUNSEL

BY Esen E Sainz Mar 22, 2022
 ESEN E SAINZ DATE



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: Contract Analyst
 3610 Central Ave, Ste 102
 Riverside, CA 92506

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

Schedule of Important Dates

Services Begin	July 1
Final Date to Submit Signed Agreement Before Being Deemed Nonresponsive	September 1
Monthly Financial & Service Reports due	10 th business day of every month
Program Budget Revisions (Year-End Projection) due	March 15
Services End	June 30
Fiscal Year Closeout Report due	July 10
Financial Audit due	Within 90 days after June 30

AUTHORIZED SIGNATORY FORM:

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

Agreement/Amendments/Fiscal Year Closeout Report	
Name: _____	Title: _____
Signature: _____	
Phone: _____	E-mail address: _____
Mailing Address(if different): _____	
Fiscal Documentation, Monthly Reimbursement Reports, Audits	
Name: _____	Title: _____
Signature: _____	
Phone: _____	E-mail address: _____
Mailing Address(if different): _____	
Program Services, Program Reports	
Name: _____	Title: _____
Signature: _____	
Phone: _____	E-mail address: _____
Mailing Address(if different): _____	
<i>In the event of an emergency, RCOoA may contact Service Provider Board Chairperson:</i>	
Name: _____	_____
Phone #: _____	_____
Mailing: _____	_____
Email: _____	_____

TERMS AND CONDITIONS

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Article I. AGREEMENT TERM

The Agreement period of performance shall commence _____ through _____ unless terminated earlier. The parties may renegotiate the Agreement as stipulated in RFP# _____. Renegotiation shall consider factors such as actual expenditures and service units, current cost policy standards and program changes, and whether an agreement is the result of underbidding. 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 may be found attached and 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.

M. ASSURANCES SPECIFIC TO HICAP:

1. The Service Provider shall assure that the following conditions are met:
 - a. Services are provided only to the defined Eligible Service Population.
 - b. Public awareness, knowledge and visibility of the HICAP that includes persons in greatest need of services and partnership opportunities with groups not currently being reached.
 - c. Staffing is adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 - d. The Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.
 - e. All persons affiliated with the Program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.
 - f. Participants who volunteer their time for the health insurance counseling and advocacy program may be reimbursed for expenses incurred, as specified in Attachment 1 to Exhibit B (E)(9).
2. The Service Provider shall assure compliance with the State Conflict of Interest Requirements as they pertain to HICAP services as follows:
 - a. The Service Provider shall assure that project staff and volunteers do not engage in the solicitation of insurance; nor endorse any Medicare supplement, long-term care, or other insurance policies or plans; nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.
 - b. The Service Provider shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Service Provider shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.
 - c. The Service Provider shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Service Provider shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by,

or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Contractor from soliciting program contributions from entities that do not pose a conflict of interest.

3. The Service Provider shall assure that the following publication conditions are met:
Materials published or transferred by the Service Provider and financed with funds under this Agreement shall:
 - a. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
 - b. Identify the name of the entity, the address, and telephone number at which the supporting data is available.
 - c. Acknowledge the support of RCOoA in writing, whenever publicizing the work under this Agreement in any media.
 - d. Include the express acknowledgment on all SHIP public information materials, "This project was supported, in part, by grant number CFDA 93.324 from the U.S. Administration for Community Living, Department of Health and Human Services, Washington D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy."
4. The Service Provider shall assure full compliance with CDA PM-19-08, to include:
 - a. All HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.
 - b. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.
 - c. RCOoA shall assure full compliance with the federal Volunteer Risk and Program Management (VRPM) requirements.
5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Service Provider in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.
6. Contingent upon legislative approval for augmented Local Assistance funds for Fiscal Year 202X-2X and CDA's notice of availability of funds:
 - a. The HICAP shall ensure that the equivalent of at least one full-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 - b. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator.

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 Detail. 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 IIIE" 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 # _____, 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 prior to RCOoA making an award from CDA after its evaluation of the proposed agreement, corresponding Request for Proposal, all submitted bid proposals, all bid evaluation documentation, and RCOoA's rationale for awarding to a for-profit entity. 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 provide proof of delegated authority 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 Service, Exhibit B: Budget Display, Attachment 1 to Exhibit B: Budget & Reimbursement Provisions, Exhibit C: 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 Service and at rates and amounts identified in Exhibit B: Budget Display, 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 Service.
- e. Training may be provided on an individual basis or in groups. Certificates of completion for individuals who completed the CDA and other training(s) will remain on file and provided upon request. A sign-in sheet for group training is also acceptable documentation.
- f. Staff shall be available to the RCOoA or CDA for training and meeting(s).

4. Reporting Requirements:

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

- e. Additional reporting requirements, specific to the service being provided is included in the Exhibit A: Scope of Service. 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 at <https://www.aging.ca.gov/AllCDAForms/>.
- b. Develop and maintain a Disaster Plan. A template for a plan is available at <https://www.aging.ca.gov/Providers and Partners/Area Agencies on Aging/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://aging.ca.gov/Information Security/Privacy and Information Security Awareness Training/](https://aging.ca.gov/Information%20Security/Privacy%20and%20Information%20Security%20Awareness%20Training/) 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/Information Security/Security Incident Reporting Procedures/](https://www.aging.ca.gov/Information%20Security/Security%20Incident%20Reporting%20Procedures/).

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 Unit

3610 Central Ave, Ste 102

Riverside, CA 92506

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-2X2X-2X 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: Contract Analyst
3610 Central Ave, Ste 102
Riverside, CA 92506

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 2021-22
July 1, 2021 through June 30, 2022



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 # _____, 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	Within 20 days of receipt of referral

by RCOoA

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. **Adult Day Care – 1 Hour = 1 Unit**

Number of Units of Service to be provided: _____

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.

B. **Assisted Transportation – One Way Trip = 1 Unit**

Number of Units of Service to be provided: _____

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

C. **Homemaker – 1 Hour = 1 Unit**

Number of Units of Service to be provided: _____

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.

D. **Legal Assistance – 1 Hour = 1 Unit**

Number of Units of Service to be provided: _____

Provision of legal advice, counseling and/or representation by an attorney or other person acting

under the supervision of an attorney.

E. Personal Care Services – 1 Hour = 1 Unit

Number of Units of Service to be provided: _____

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).

F. Transportation – One Way Trip = 1 Unit

Number of Units of Service to be provided: _____

Provision of transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes.

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: SCOPE OF SERVICE
Fiscal Year 2021-22
July 1, 2021 through June 30, 2022



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 #_____, 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, Highgrove, Pedley, Rubidoux, parts of Lake Mathews.

SA3: Moreno Valley/Perris; Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview, parts of Lake Mathews.

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

SA5: Murrieta/Temecula/Wildomar; Aguanga, Anza, French Valley, Lake Riverside

SA6: Banning/Beaumont/Calimesa; Cabazon, Cherry Valley.

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

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 the target population in the delivery of service, as appropriate.

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 _____
2. Number of new seniors to be served As referred by RCOoA

3. Meals are provided 5 days a week
4. Meals are provided _____ days a year
5. Total number of volunteers _____
6. Suggested eligible participant donation _____
7. Non-eligible fee per meal _____
8. Congregate sites where services will be delivered are identified below:

Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of: _____ Number of meals: _____ Annual site costs: _____	Site: _____ Address: _____ Phone #: _____ Staff person: _____ Hours of Operation: _____ Number of meals: _____ Annual site costs: _____
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B. Home Delivered Meals Program:

1. Number of annual units of service _____
2. Number of new seniors to be served _____
3. Meals are delivered 1 days a week
4. Meals are provided for 7 days a week
5. Meals are provided 365 days a year
6. Total number of volunteers _____
7. Suggested eligible participant donation _____

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

Site: _____ Address: _____ Phone #: _____	Site: _____ Address: _____ Phone #: _____
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7. List the routes for each site and number of miles per day for each route.

ROUTE	MILES	ROUTE	MILES
_____	_____	_____	_____
_____	_____	_____	_____



EXHIBIT A: SCOPE OF SERVICE
Fiscal Year 2021-22
July 1, 2021 through June 30, 2022



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 # _____, 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: _____

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: _____

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: _____

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: ____

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: ____

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: ____ In-Home Personal Care, ____ Adult Day Care, and ____ 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 RCOoA policies and procedures that are based on Title 22 California Code of Regulations, Division 1.8 California Department on Aging.



EXHIBIT A: SCOPE OF SERVICE
Fiscal Year 2021-22
July 1, 2021 through June 30, 2022



HICAP (Health Insurance Counseling and Advocacy Program)
MIPPA (Medicare Improvement for Patients and Providers Act)
SHIP (State Health Insurance Plan)
California Coordinated Care Initiative/FA (Financial Alignment)

I. GENERAL PROGRAM REQUIREMENTS:

In 1996 legislation, AB 2800--Chapter 1097, known as the Mello-Granlund Older Californians Act, replaced the former codes with updated statutes - Welfare and Institutions Code, Section 9541. The Legislature, in adopting this law, declared that the purpose of the HICAP is to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy regarding Medicare, private health insurance, and related health care coverage plans, on a statewide basis, while preserving the integrity of service.

The HICAP is governed by federal statues and Acts, State laws, regulations, and by Program Manuals issued and periodically updated by the California Department of Aging and disseminated by the Office on Aging. Federal guidelines emanate from the annual grant renewal process of the Centers for Medicaid and Medicare Services (CMS). State law is contained in W&I Code, Section 9541 and sections of the Older Californians Act. Administrative, operational, and training standards can be found in the HICAP Program regulations, the HICAP Program Manual, and the HICAP Field Training Handbook.

II. SCOPE OF SERVICES:

- A. Services will be provided as required by regulations, described in the awarded proposal and as stated herein.
- B. HICAP services will include delivering a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance and related health care coverage plans for the purpose of preserving service integrity on a statewide basis.
- C. SHIP services will offer one-on-one support counseling and assistance to people with Medicare and their families through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions public education presentations and programs, and media activities.
- D. Have available and conduct training, to counselors and volunteers, the latest information regarding outreach to the various communities as well as in Inyo/Mono Counties, regarding the various health plans available to the target population.
- E. Service Provider must use a referral and intake form(s) provided by CDA or approved by Riverside

County Office on Aging (RCOoA), for each new client served, and take appropriate measures to provide, refer, or coordinate the necessary services as warranted by the intake form. A copy of this form must be maintained on file and made available for review. The RCOoA Intake Form can be found at www.rcaging.org or by contacting RCOoA.

- F. Service Provider will coordinate program services, as appropriate, with other senior service(s) providers in the community, i.e., transportation, housing, health providers, churches, civic groups, etc. near the client or will otherwise refer an individual to the RCOoA for further assessment and information and resources.
- G. A Standard HICAP work week of when business is open shall be five (5) days a week, Monday through Friday, at least 9 a.m. to 4 p.m., except holidays. During these times individuals seeking service shall be served, as appropriate.
- H. Telephone access by the public shall be during normal business hours, Monday through Friday, 9 a.m. through 4 p.m. In the even that clients cannot receive personal assistance immediately, they shall be offered an opportunity to leave their name, a message, and return telephone number with an answering service or answering machine. Messages will be returned within two (2) business days.

III. **TARGET POPULATION:**

The Eligible Service Population for Title IIIB includes a Riverside County, Inyo or Mono County resident, who is an adult family member, or another individual, who is an informal provider of in-home community care to an older individual; an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction; or grandparents or older individuals, who are relative caregivers caring for children with severe disabilities.¹

The Eligible Service Population for HICAP funding includes Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility², and the public at large to receive HICAP community education services.³

The Priority Eligible Service Population includes the eligible service population who are in the greatest financial and social need and/or are limited with the English language.

IV. **TARGET SERVICE AREA(s) (SA):**

- A. HICAP services will be offered to the target population in Riverside County Service Areas (SAs) 1-11 (SA 1-11), as well as PSA 16 (Inyo and Mono Counties) and will be administered from the Inland Empire regional Office located in Rancho Cucamonga, with multiple points of service delivery throughout the service area, including partner agency locations in Riverside County. The HICAP will target the following SAs:

Service Provider will outreach to serve and/or involve members of target population groups appropriate HICAP services will be provided to clients residing in the County of Riverside (PSA 21) and Counties of Inyo and Mono, also known as Eastern Sierra Area Agency on Aging for Planning and Service Area 16 (PSA 16).

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

¹[OOA §302 (3)]

²[W&I§9541(A),(C)(2)]

³[WIC §(C)(1), (C)(4)-(6)]

Lake Mathews

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

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

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

SA5: Murrieta/Temecula/Wildomar; Aguanga, Anza, French Valley, Lake Riverside

SA6: Banning/Beaumont/Calimesa; Cabazon, Cherry Valley

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

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

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

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

SA11: Blythe; Desert Center, Ripley, Mesa Verde

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

V. SERVICE AND SERVICE OBJECTIVES:

- A. Ensure statutory provisions of the HICAP (W&I Code, Section 9541) are met and services provided in accordance with all applicable law, regulations, and the HICAP Program Manual as issued by the California Department on Aging (CDA) and in any other subsequent program memos, provider bulletins or similar instruction issued.
- B. Maintain and distribute the most current HICAP Program Manual and related Department requirements so that all HICAP Counselors and responsible persons have ready access to standards, policies, and procedures. Additionally, all Counselors shall be provided the latest HICAP Counselor Handbook.
- C. Provide notice within five (5) days to RCOoA of any changes to the program or changes in the status of Service Provider that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes.
- D. Submit the name of the HICAP Program Manager to RCOoA within twenty-five (25) days of initial employment.
- E. Recruit and maintain a strong, well-trained and registered health insurance counselors, including a large contingent of volunteer Counselors, Long-Term Care Counselors, Long Term Care Community Educators designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.

- F. Provide a disclosure statement to clients needing counseling prior to beginning the counseling services, as prescribed by CDA in the HICAP Program Manual.
- G. Provide a community education campaign designed to inform the public about Medicare, Medicare Supplement and long-term care insurance options, Medicare Advantage plans and related health care plans, and insurance topics.
- H. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Manual.
- I. The Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences conducted each fiscal year.
- J. Program information and support documentation shall be submitted as instructed for the development of reports. Enter data into the State HICAP Automated Reporting Program (SHARP) in accordance with CDA. Data must be timely, complete, accurate, and verifiable.
- K. Provide timely input to the State HICAP Office of any required reports.
- L. Maintain the minimum performance requirements as stated in the current and approved Area Plan Service Unit Plan (SUP). Program will be notified of new performance new performance requirements through RCOoA or CDA Program Memo.
- M. Ensure processes are in place to provide program evaluation and quality assurance, such as client satisfaction surveys and questionnaires.
- N. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans. Legal services shall comply with the following:
 - 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
 - 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans.
 - 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans.
 - 4. HICAP legal representation service shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for a referral.
 - 5. The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.



EXHIBIT A: SCOPE OF SERVICE

Fiscal Year 2021-22

July 1, 2021 through June 30, 2022



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

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

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

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

II. LOCAL OMBUDSMAN PROGRAM SERVICE EXPECTATIONS:

- A. Policies and procedures shall be established in accordance with the State Ombudsman and will:
 1. Provide services to protect the health, safety, welfare and rights of residents;¹ and
 2. Ensure residents have regular, timely access to the Ombudsman Representatives and timely responses to complaints and requests for assistance.²
- B. Provide public education and outreach to identify and prevent elder abuse, neglect, and exploitation.
- C. Provide public education and outreach to promote financial literacy, prevent identity theft and financial exploitation of older individuals.
- D. Ensure the coordination of services provided, with services instituted under the State Adult Protective Service Program, State and local law enforcement systems, and courts of competent jurisdiction.
- E. Provide technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims.

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

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

- F. Conduct special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and Federal requirements concerning confidentiality, and other topics determined by CDA or RCOoA to be appropriate.
- G. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required³.
- H. Provide information and consultation to residents, family members, friends, and others in the community for the purpose of providing:
 - 1. **General information and assistance unrelated to a complaint, at minimum, three hundred thirty (330) times;**
 - 2. Consultation may be accomplished by telephone, letter, email, fax, or in person.
- I. **Visit one hundred percent (100%) of nursing facilities within PSA 21 at least once (1x) each quarter,** not in response to a complaint.
- J. **Visit, at minimum, sixty percent (60%) of residential care facilities for the elderly every quarter,** not in response to a complaint.
- K. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated, the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision.⁴ **Maintain a resolution rate of at least 84%.**
- L. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In the absence of evidence to the contrary, the Ombudsman representative shall assume the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome.⁵
- M. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in WIC§ 15610.47.⁶
- N. Witness (a) advance health care directives for residents of skilled nursing facilities, and (b) property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families.⁷
- O. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of the residents.⁸

3 [OAA §721]

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

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

6 [WIC§ 15630 et seq.]

7 [PC 467500][HSC 1289]

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

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

III. SPECIFIC ASSURANCES FOR LOCAL OMBUDSMAN PROGRAM SERVICES¹³ INCLUDE:

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

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

¹¹ [WIC§, 9726.1(a)(5)]

¹² [WIC§9712.5(a)(2)]

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

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

14 [45CFR1327.21]

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

16 [22CCR8020(b)]

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

18 [WIC§9722(d)]

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

4. Assist in providing legal representation to the Ombudsman Program when an Ombudsman Representative or the program has been named as a party or witness in a subpoenaed or a suit or other legal action challenging the performance of the official duties of the Ombudsman Representative.²⁰
- L. The Ombudsman budget shall be separate from other budgets. The Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers. The Coordinator shall determine budget priorities, develop or participate in budget preparation and be informed of budget allocations, specific to the Ombudsman Program.²¹
 - M. **Maintain, at minimum, 6.3 Full Time Equivalent (FTE) staff to the Ombudsman program.** One (1) FTE will equal two thousand eighty hours (2,080) annually.
 - N. The Ombudsman Coordinator shall provide an organizational chart identifying positions providing services through this agreement as follows:
 1. All staff who are wholly or partly funded by Ombudsman Program resources;
 2. Titles/roles of all persons within the Program;
 3. The number of hours per week charged to the Ombudsman Program for each position;
 4. Staffing changes shall be reported to RCOoA and the state;²²
 5. Service Provider must replace departing staff within forty-five (45) days of their final date of employment; and
 6. Positions that remain vacant for more than forty-five (45) days require a written explanation submitted to RCOoA as to the efforts to fill the vacant position.
 - O. The Local Ombudsman Program Coordinator will attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences.
 - P. The Ombudsman Coordinator shall inform RCOoA, CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging community issues with County impact, breaches of confidentiality and conflict issues.
 - Q. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and reporting provisions specified within this Agreement.²³
 - R. Conduct self-monitoring on an ongoing basis to determine the use of federal and State funds through reporting, site visits, regular contact, or other means to assure the federal and State funds awarded are used in compliance with laws, regulations, the provisions of services and that performance goals are achieved. RCOoA will conduct monitoring annually to review program services and financial documentation.
 - S. Local Ombudsman Program representatives shall conduct interviews/investigations in a confidential manner, which offers office space with telecommunication capabilities that protect the confidentiality of all complaint-related communications and records.²⁴

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

²¹ [45CFR1324.13(f)]

²² [45CFR1324.13(b)]

²³ [OAA§1712(c)], [WIC 9716(a)]

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

- T. Information systems shall have sufficient space and protections to run state-approved database systems and to receive and send confidential email messages.
- U. Records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 1. Include a written description for each Program Development or Coordination activity and maintain staff time records that is of sufficient detail to define the event or type of activity;
 2. Be traceable back to the Program Development or Coordination objectives from the Area Plan; and,
 3. Written record/documentation supporting expenditures of Program Development or Coordination activities will be maintained for three years or until any audit is resolved, whichever is longer.

IV. SERVICE AREAS:

- A. Services shall be offered countywide in all skilled nursing facilities and other long term care residential facilities for the elderly.
- B. Services will be provided countywide, in all Service Areas of PSA 21, where a skilled nursing or other long term care residential facility is located and may be in any of the identified communities:

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

SA2: Riverside/Jurupa Valley; El Sobrante, Glen Avon, Highgrove, Pedley, Rubidoux, parts of Lake Mathews.

SA3: Moreno Valley/Perris; Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview, parts of Lake Mathews.

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

SA5: Murrieta/Temecula/Wildomar; Aguanga, Anza, French Valley, Lake Riverside

SA6: Banning/Beaumont/Calimesa; Cabazon, Cherry Valley.

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

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

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

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

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

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

V. ADDITIONAL REQUIREMENTS (As appropriate):

- A. The Service Provider shall deliver the Ombudsman Program Services in accordance with the Laws and Regulations set forth by the Older Americans Act and the California Code of Regulations and policies and procedures established by the State Long Term Care Ombudsman as described earlier and will:
1. Implement the statutory provisions of the Title IIIB and Title VII Ombudsman Program Services in accordance with Federal and State laws and regulations. No provision of service shall not be unilaterally reduced or otherwise changed without prior written approval of RCOoA and CDA.
 2. Maintain an organization that shall have the ultimate accountability for funds received from RCOoA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
 3. Meet the requirements under OAA Section 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
 4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA Section 301(a)(1)(B).
 5. Provide a continuum of care for the vulnerable eligible service population as required under OAA Section 301(a)(1)(C).
 6. Secure the opportunity for the eligible service population to receive managed in-home and long-term care services as required under OAA Section 301(a)(1)(D).
 7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA Section 721.
 8. Service Provider shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 9. Provide program information and assistance to the public.
 10. Meet the requirements under the AB 1217 Lowenthal Home Care Services Consumer Protection Act laws that provides for the In-Home Supportive Services (IHSS) program, which includes eligibility requirements for individuals who provide services to recipients under the program.
 11. Particular emphasis focuses on meeting the needs of the target population. Priority services will be to those in greatest need based upon age, economic situation, physical or mental condition, racial or ethnic background, minorities who do not speak English and/or geographic isolation.
 12. Promote the development of information and data systems, including elder abuse reporting systems to quantify the extent of elder abuse, neglect, and exploitation in Riverside County.
 13. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs.
 14. Conduct training and/or provide relevant material for individuals, including caregivers described in Part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and

enhancement of self-determination and autonomy.

VI. REPORTING PROVISIONS:

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

VII. FORMS & DOCUMENTATION:

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

Exhibit B - BUDGET DISPLAY
 Fiscal Year 2021-22

12 months (July 1, 2021 - June 30, 2022)

Program	Fund Type	Service Description	Project/Grant Number(s)	Unit Measure	# of Units	Unit Rate	Baseline	Notes	Adjustments	Transfers	One-Time Only	Updated Total	Net Change
Senior Center Activities	Federal Title IIIB							(b)					
	Federal One-Time Only (OTO)							(b)					
	Federal Other							(b)					
Funding Summary	Federal Funds				0	\$	-	\$	-	\$	-	\$	-
All Funds	Grand Total - All Funds					\$	-	\$	-	\$	-	\$	-

Comments:

CFDA NUMBER	DESCRIPTION
93.044	Older Americans Act Title III- Supportive Services

(a) State funds must be expended by 6/30/22 and final expenditures reported in closeout by 7/31/22.
 (b) Federal funds must be reported in closeout by 7/31/22. Once closeouts are processed, OOA will determine the amount that can be carried over into next year's contract.
 (c) Final transfer requests are due by 1/15/22.



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 Exhibit C, Budget Detail. The Budget Detail identifies budget appropriation categories and line item reimbursable costs; including unit rates, quantity and totals associated with delivering services under this Agreement. The Budget Detail includes, at a minimum, the following appropriations (budget categories) & line items, as reimbursable and allowable, under this Agreement:
 - a. 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.
8. For HICAP, no Program Income is required under the terms and conditions of this Agreement.
9. For HICAP, no fees may be charged for services although contributions or donations may be requested. Signs and literature about HICAP services may indicate that donations are welcome. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as Program Income (Applicable to HICAP program only.)

F. Expenditure of Funds:

1. The Service Provider shall expend and justify all funds received, as described in Exhibit C, 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.
2. The Service Provider shall submit a Monthly Financial Report/Request for Funds (MFR) to be received at RCOoA by the 10th working day of each subsequent month.

C. Accruals:

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

Exhibit C - BUDGET DETAIL
Fiscal Year 2021-22

12 months (July 1, 2021 - June 30, 2022)

Description of Revenue	Awards	Fund Type	Project/Grant #	Total
OOA Award Amounts:	Federal			
	Federal OTO			
	Federal Other			
	Federal Other			
	State			
	State OTO			
	State Other			-
	State Other			-
Total Awards				-
Program Income (may not be used for match):	Donations from Program Participants			-
	Other Program Income*			-
	Other Program Income*			-
Total Program Income (May not be used for a match)				-
Match Cash (from non-federal sources):	Donations <i>Not</i> from Program Participants			-
	Fundraising Events			-
	Proceeds from Sale of Property / Equipment			-
	Service Fees Income (Non-OOA units)			-
	Other Match Cash*			-
Total Match Cash				-
Match Third Party In-Kind:	Volunteer Services			-
	Donated Materials/Space			-
	Other Match Third Party In-Kind*			-
	Other Match Third Party In-Kind*			-
Total Match Third Party In-Kind				-
Total Program Resources				-
*Include Funding Source				

Exhibit C - BUDGET DETAIL
Fiscal Year 2021-22

12 months (July 1, 2021 - June 30, 2022)

Budget Line Items	Notes	Explanation	Total Cost	Program Income	Cash Match	In-Kind Match	Total OOA
Paid Personnel:							
Total Salaries/Wages							
Payroll Taxes							
Workers' Compensation							
Other Benefits							
Total Paid Personnel							
Third-Party In-Kind Personnel							
Total Personnel							
Travel & Training	(a)						
Equipment:							
Expendable Equipment (unit cost of < \$5,000)							
Non-Expendable Equipment (unit cost ≥ \$5,000)							
Total Equipment							
Catered Food							
Raw Food							
Consultants	(a)						
Other Direct Expenses:							
Building Rent and Utilities							
Lease/Rent	(a)						
Utilities	(a)						
Office Expense	(a)						
Vehicle Operations and Maintenance	(a)						
Outside Services	(a)						
Nutrition Education							
Accounting	(a)						
Audit	(a),(b)						
Volunteer Expense	(a)						
Insurance	(a)						
Subcontracted Direct Service Costs	(a)						
Miscellaneous	(a)						
Total Other Direct Expenses							
Indirect Costs (Maximum 10% of Total)	(a)						
Total Program Costs							

(a) Requires Explanation
 (b) Cannot include audit cost unless \$750,000 in Federal Awards is expended annually

County of Riverside
 Department of the Office on Aging

Contract ID #:
 Date:
 Amendment #:

Exhibit C - BUDGET DETAIL
Fiscal Year 2021-22

12 months (July 1, 2021 - June 30, 2022)

Paid Personnel by Position	Hours Per Week	Hourly Rate	# of Weeks	Contract Budget
Executive Director				-
General purpose staff				-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-

Total Salaries/Wages -

Total Payroll Taxes -

Total Workers' Compensation

Total Other Benefits

Total Employee Benefits 0

Total Paid Personnel 0

Third Party In-Kind Personnel by Position	Hours Per Week	Hourly Rate	# of Weeks	Contract Budget
				-
				-
				-
				-
				-
				-
				-
				-

Total Third Party In-Kind Personnel -



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






Attachment A - Service Agreement Template

Final Audit Report

2022-03-22

Created:	2022-03-21
By:	Ryan Emblm (REmblem@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUNpTZvgCRe6TWVA1VPAp27ZSfp2CiHt6

"Attachment A - Service Agreement Template" History

-  Document created by Ryan Emblm (REmblem@rivco.org)
2022-03-21 - 10:48:38 PM GMT
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature
2022-03-21 - 10:50:53 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)
2022-03-22 - 7:19:21 PM GMT
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2022-03-22 - 7:19:32 PM GMT - Time Source: server
-  Agreement completed.
2022-03-22 - 7:19:32 PM GMT

State of California	Award #:	AP-2122-21
California Department of Aging	Date:	7/1/2021
	Amendment #:	3
Exhibit B, Attachment 4 - Budget Display		Page 1 of 1

AREA PLAN BUDGET DISPLAY:
Riverside County Office on Aging

American Rescue Plan (ARP)
April 01, 2021 through September 30, 2024

Program	Fund Type	Project Number	Baseline	TOTAL
ARP - Supportive Services	ARP Title III B	ARBL	2,522,368 (a) (b)	2,522,368
ARP - Congregate Nutrition	ARP Title III C1	AR1L	1,645,023 (a) (b)	1,645,023
ARP - Home Delivered Meals	ARP Title III C2	AR2L	2,467,534 (a) (b)	2,467,534
ARP - Preventive Services	ARP Title III D	ARDL	241,270 (b)	241,270
ARP - Family Caregiver	ARP Title III E	AREL	787,004 (a) (c)	787,004
ARP - Ombudsman	ARP Title VII	AROL	51,392	51,392
TOTAL			7,714,591	7,714,591

CFDA NUMBER	Year	Award #	Award Name
93.044	2021	2101CASSC6-00	American Rescue Plan (ARP) for Supportive Services under Title III-B of the OAA
93.045	2021	2101CACM6-00	American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the OAA
93.045	2021	2101CAHD6-00	American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the OAA
93.043	2021	2101CAPH6-00	American Rescue Plan (ARP) for Preventive Health under Title III-D of the OAA
93.052	2021	2101CAFCC6-00	American Rescue Plan (ARP) for Family Caregivers under Title III-E of the OAA
93.042	2021	2101CAOM6-00	American Rescue Plan (ARP) for Ombudsman Program under Title VII of the OAA

CALIFORNIA DEPARTMENT OF AGING**Division of Administrative Services**

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Sacramento, CA 95833

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TTY1-800-735-2929



PROGRAM MEMO

To: Area Agencies on Aging**No:** 22-01**DATE ISSUED:** February 7, 2022**SUBJECT:**

- Federal American Rescue Plan Act (ARPA) [Older Americans Act], P.L. 117-2
- One-Time-Only (OTO) Unspent Federal Fiscal Year (FFY) 2021 Area Plan Funding

EXPIRES: September 30, 2024**PROGRAMS AFFECTED:** Older Americans Act Title III-B, III-C-1, III-C-2, III-D, III-E, and Title VII.**SUPERSEDES:** N/A**PURPOSE**

This Program Memo (PM) outlines the process, methodology, and timing for distribution of ARPA federal funds and unspent OTO via Fiscal Year (FY) 2021-22 Area Plan Amendment #3:

- The ARPA provides additional funding for existing Older Americans Act (OAA) programs.
- The OTO funding is unspent FFY 2021 funding, reallocated to AAAs via the Intrastate Funding Formula.

Lastly, this PM also provides updates on new state funding and other federal distributions.

FUNDING DISTRIBUTION

CDA intends to disburse the federal ARPA and OTO funding to the AAAs within the 2021-22 Area Plan Amendment #3. This amendment is scheduled for release in January 2022. The amendment is a package of COVID-19 ARPA funds that have been released from the Administration for Community Living (ACL) for COVID-19 response and unspent OTO from FFY 2021.

The ARPA funds are being placed into the 2021-22 Area Plan Amendment #3 contract to fulfill the California State Controller's Office (SCO) auditing and oversight requirements. The ARPA funds are distinct and separate from regular Older Americans Act Area Plan funds. Please see below for more detail on budget displays and reporting.

The ARPA funds must be spent by September 30, 2024. Funds must be expended on allowable

OAA activities as defined by the OAA and California Code of Regulations. Please keep in mind that ACL guidance states that the AAAs should utilize FFCRA, CARES, CAA, Title XX Elder Justice, ARPA and then OAA funds, in that order. Following this order will allow for full expenditure of the five emergency COVID-19 funds, which are not available for carryover. Follow-up guidance with the CDA process for review of current spending, spending plans, and any needed reallocation process for all COVID-19 funds will be issued soon.

FLEXIBILITIES

The ARPA funds, which have been allocated in Title III-B, III-C-1, III-C-2, III-D, III-E, and Title VII are available for full flexibility under California's Major Disaster Declaration (#DR-4482) of the Stafford Act (the Act). As such, the CAA Section 732 permits states to use any portion of the funds for disaster relief for older individuals. **AAAs have discretion to spend any ARPA funding on disaster relief and will not be required to submit waivers or transfers to do so.**

OTO funding is not open to any flexibilities and must be expended in the category in which it is provided.

Noncompetitive Award

Based on the language in the State and Local Fiscal Recovery Funds - Compliance and Reporting Guidance that includes FAQs from the US Treasury Dept, CDA's interpretation is that ARP spending should be done consistently with any other federal funds, such as Older Americans Act (OAA) dollars.

Such that, the availability of a noncompetitive award option allows the AAA to award or enter into contract (of up to one year) on a noncompetitive basis. The AAA would have to conduct its own analysis of the appropriate time period, and whether the public exigency/emergency exception exists for their agency. The continuing COVID pandemic and the fact that we are currently operating under the major disaster declaration are among the many factors that should be considered, but CDA cannot affirmatively or conclusively opine whether that exception will apply to each ARP-related procurement. Also, CDA cannot make any representation that it or the State will indemnify or otherwise cover the AAA if the AAA were to erroneously award a noncompetitive contract.

BUDGET DISPLAYS

Separate and distinct Budget Displays will be released for the ARPA funding within the 2021-22 Area Plan Amendment #3 contract. The OTO funding will be included on the original FY 2021-22 Area Plan Budget Display.

The Budget Displays for the ARPA allocations reflect funding available between April 1, 2021 through September 30, 2024. AAAs can utilize up to 10% (maximum) of the funding for Administration, except from part III-D. "Administration" expenditures have a 25% match requirement.

ARPA program service expenditures have the following match requirements:

- Title III-B Supportive Services, III-C-1 Congregate Meals, and III-C-2 Home-Delivered Meals

- 15% for Services
 - 1/3 of 15% match for services must come from State sources
 - No match required for the portion of funds used to support the LTCO program
 - Match may be pooled between III-B, III-C-1, and III-C-2
- Title III-D Disease Prevention and Health Promotion
 - No match required
- Title III-E
 - 25% for Services
- Area Plan Administration
 - 25% for Administration
- Title VII Ombudsman and Elder Abuse
 - No match required

Please note, match requirements must be reported based upon the allocated funding levels. Match should not be reported based upon MDD flexibility and how the funding is actually expended.

ALLOCATION METHODOLOGY

ARPA funding has been allocated based on the FFY 2020 Interstate Funding Formula factors. ARPA funding is separate from the Area Plan funding and has no impact on previous Area Plan allocations. **An ARPA budget will not be required from the AAAs in order to expend funding.**

ARPA disbursements will be based upon reported expenditures as follows:

- **AAAs will receive 25% of their ARPA allocations as soon as Area Plan Amendment #3 is signed, returned to CDA, and executed.**
- **AAAs will receive 50% of their ARPA allocations when the initial 25% of the ARPA allocation is reported as expended.**
- **AAAs will receive the final 25% of their ARPA allocations when 75% of the ARPA allocation is reported as expended.**

EXPENDITURE REPORTS AND CLOSEOUT

This funding is separate from all other Title III and Title VII Area Plan funding and must be tracked separately. Data and expenses for ARPA funding should not be tracked in the NAPIS/SPR systems. ACL requires AAAs and providers to track these expenditures separately (e.g., per ACL Guidance, issued on [April 8, 2020](#), “At a minimum and where possible, States should be recording the number of clients to whom service is provided, the name or category of services provided, the number of units of service provided, and the expenditures related to providing such services.”).

AAAs are required to report expenditures monthly. To report expenditures, AAAs must use the “ARPA Expenditure Report Form” ([CDA 9052](#)). These documents are located under the [Fiscal Forms and Documents](#) page on CDA’s website.

The ARPA funds will end September 30, 2024 and the closeout must be completed by October 31, 2024. Closeout information will be forthcoming.

UPDATES ON ADDITIONAL FUNDING DISTRIBUTIONS: STATE AND FEDERAL

As a result of the new state budget for SFY 21-22, funding has been issued on Senior Nutrition (General Fund) and AAA Baseline Adjustment (General Fund). Additional guidance and information will be provided specific to the Older Adults Recovery and Resilience (OARR) and other Home and Community-Based Settings (HCBS) Spending Plan investments, pending CMS approval, on an ongoing basis.

A new calendar of all current and upcoming funding has been shared with the network and is now posted on the [AAA - Contract Information](#) page of CDA's website. More tools will be posted on an ongoing basis and can be proposed to CDA's Division of Administrative Services.

INQUIRIES

For questions regarding this PM, please email: Nicole.Shimosaka@aging.ca.gov and/or Sutep.Laohavanich@aging.ca.gov.

/S/

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