

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



**ITEM: 3.25  
(ID # 23196)**

**MEETING DATE:**  
Tuesday, October 17, 2023

**FROM :** OFFICE ON AGING:

**SUBJECT:** OFFICE ON AGING: Ratify and Approve the Riverside County Office on Aging Standard Agreement with Mizell Center to deliver services to Seniors and Adults with Disabilities as required by the Older Americans Act Title III B Supportive Services Program in the Coachella Valley and surrounding cities for the period of July 1, 2023 to June 30, 2024; District 4. [Total Annual Cost: \$205,000; State 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Riverside County Office on Aging Standard Agreement with Mizell Center to deliver Case Management services required by the Older Americans Act Title III B Supportive Services Program for the amount of \$205,000 for the period of July 1, 2023 to June 30, 2024, as stipulated by RFP# OAARC-023; and authorize the Chair of the Board to sign the agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of fiscal funding and as approved as to form by County Counsel to: (a) make modifications to the scope of services that stay within the intent of the agreement; and (b) make modifications to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreement.

**ACTION:Policy**

Jewel Lee, Director of Office on Aging

10/2/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 17, 2023  
xc: Office on Aging

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$205,000	\$0	\$205,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> State 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	23/24

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Riverside County Office on Aging (RCOoA) is required to competitively bid the services required by the Older Americans Act (OAA) Title III to find qualified service providers to deliver these critical services. To that end, a Request for Proposal (RFP) was facilitated by the County Purchasing Department to assist RCOoA in identifying service providers who are capable, responsible, and appropriate to deliver the necessary and mandated Title III B Supportive Services to serve the senior population and adults with disabilities in Riverside County.

The service agreement with Mizell Center provides case management assistance in circumstances where an older or disabled individual is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services. Services are offered to seniors and adults with disabilities in the Coachella Valley and surrounding communities. The requirements are subject to modifications during the contract period, depending on the outcome of the federal and state final legislative process.

The program is funded by the OAA, Older Californians Act, and supplemental funding provided by the California Department of Aging (CDA) for Title III B programming and supports the goals and objectives of the 2020-2024 Riverside County Area Plan on Aging, titled "The Path Ahead", approved by the Board of Supervisors on September 15, 2020, agenda item number 2.7.

**Impact on Residents and Businesses**

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

**Additional Fiscal Information**

These services may be funded with federal and state funds which are allocated to Area Agencies on Aging through agreements with CDA. RCOoA's budget, as submitted for FY 23/24, reflects the amount specified in the agreement with CDA. The agreement with the CDA also describes the requirements for the allotted funding.

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

**Contract History and Price Reasonableness**

The County Purchasing Department, on behalf of RCOoA, released RFP #OAARC-023 – Older Americans Act: Title III B Case Management Services for the period of July 1, 2023 to June 30, 2024. The RFP was advertised in legal notices of local newspapers, on RCOoA's website, and on PublicPurchase.com. The RFP closed on July 27, 2023 at 1:30 PM PST. One (1) vendor ("Bidder") submitted a bid response. The proposal was reviewed and evaluated by an evaluation committee. The RFP response was evaluated based on the criteria set forth in the RFP.

From the bid proposal, the evaluation committee determined the Bidder exhibited a high level of expertise and knowledge in providing senior services to the target populations in the requested service delivery area (the Coachella Valley and surrounding communities) and met the minimum service requirements within the available funding, thus, making the Bidder the most responsive and responsible.

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

**ATTACHMENT:**

**ATTACHMENT A. RCOOA STANDARD AGREEMENT NO. OOA-IIIB-2324-MIZELL**

  
Meghan Hahn, Deputy Director of Procurement

10/2/2023

  
Brianna Lontajo, Principal Management Analyst

10/11/2023

  
Gregg Gu, Chief Deputy County Counsel

10/3/2023

AGREEMENT NO. <b>OOA-IIIIB-2324-Mizell</b>	RFP NO. <b>OAARC-023</b>
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**STANDARD AGREEMENT**

RCOOA STD AGT (Rev. 3/2022)

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

Mizell Center, a California nonprofit corporation

2. The term of this Agreement is:

START DATE

7/1/2023

THROUGH END DATE

6/30/2024

3. The maximum amount of this Agreement is:

\$205,000 Two hundred five thousand and 0/100 dollars

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 Work	5 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit A, Attachment 2	Service Areas*	1 page
Exhibit B	Budget, Reimbursement Provisions, and Closeout*	11 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions*	3 pages
Exhibit D	Special Terms and Conditions*	31 pages
Exhibit E	Additional Provisions*	21 pages
Exhibit F	Community Focal Points List*	3 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/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.)

Mizell Center

CONTRACTOR BUSIESS ADDRESS

480 South Sunrise Way

CITY

Palm Springs

STATE

California

ZIP

92262

PRINTED NAME OF PERSON SIGNING

Wes Winter

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

*Wes Winter*

Wes Winter (Sep 29, 2023 10:13 PDT)

DATE SIGNED

Sep 29, 2023

**COUNTY OF RIVERSIDE**

CONTRACTING AGENCY NAME

Riverside County Office on Aging

CONTRACTING BUSIESS ADDRESS

3610 Central Avenue, Suite 102

CITY

Riverside

STATE

California

ZIP

92506

PRINTED NAME OF PERSON SIGNING

Kevin Jeffries

TITLE

Chair, Board of Supervisors

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Kevin Jeffries*

DATE SIGNED

10/17/23

COUNTY COUNSEL APPROVAL AS TO FORM

*Gregg Ju*

DATE SIGNED

Sep 29, 2023

**ATTEST:**

**KIMBERLY A. RECTOR, Clerk**

By *Kimberly A. Rector*  
**DEPUTY**

OCT 17 2023 3.25

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III Programs

1. **CDA** means the State of California, on behalf of California Department of Aging.
2. **Coordination** means activities that involve the active participation of the Service Provider staff to include liaison with the Office on Aging and other non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **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]
4. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
5. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
6. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
7. **Matching Contributions** means local cash and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Contract funding.
8. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
9. **One-Time-Only (OTO) Funds** means Title III and Title VII program funds allocated by CDA to RCOoA as a result of the federal reallocation process. [22 CCR 7314(a)(6)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

10. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and 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.
11. **Program Development** means activities that either establish a new service or expand or integrate existing services.
12. **Program Income** means revenue generated by the Service Provider or the subcontractor from contract-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 contract-supported activities.
  - d. Proceeds from the sale of goods created under RCOoA grant funds.
13. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA and RCOoA Program Memoranda, and California Retail Food Code (CRFC).
14. **RCOoA** means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.
15. **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.
16. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

17. **Wait List** means a situation in which the Service Provider or its subcontractors are unable to formally evaluate or accept an applicant referred for service(s) due to lack of capacity into that respective program/service. Initiation of the Wait List shall be contingent on the reasonable expectation that future slots for services shall be open within the contract period. The Wait List process shall be separate and distinct from procedural delays associated with customer contact or scheduling, as the latter assumes that the Service Provider has existing slots availability for program/service eligible individuals once delays are resolved.

## ARTICLE II. SCOPE OF WORK

### A. The Service Provider shall:

1. Provide services as described in the awarded proposal, in response to the Request for Proposals (RFP) for which this Agreement is entered subsequent thereto and is herein incorporated into this Agreement by reference, and as described herein.
2. Implement the statutory provisions of the Title III Program [OAA § 306] in accordance with State and federal laws and regulations. The Service Provider shall make every effort to meet the goals and objectives stipulated in the RCOoA four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan found at <https://rcaging.org>, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from RCOoA. A service unit reduction of greater than ten percent (10%) requires written approval from RCOoA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
3. Establish and 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.
4. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
5. Maintain staff time 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:

ARTICLE II. SCOPE OF WORK (Continued)

- a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
  - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
6. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
  7. Meet the requirements under OAA § 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.
  8. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
  9. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
  10. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
  11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
  12. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
  13. Distribute and maintain up-to-date RCOoA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
  14. Provide program information and assistance to the public.
  15. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
  16. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).



ARTICLE II. SCOPE OF WORK (Continued)

17. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
18. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
19. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
20. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
21. To ensure all data is collected for the unmet need either through the Service Provider directly or its subcontractor(s), the Service Provider must develop and implement a written Wait List policy and procedure and have it approved by RCOoA. The policy and procedure must include, at a minimum, provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on the Wait List. The Service Provider shall designate any applicants on the Wait List as such in RCOoA's electronic case management system at <https://rs.getcare.com> and enter progress notes as appropriate that record the applicants' status of progress toward removal from the Wait List, assigned priority, and any other relevant information. If the Service Provider, or its subcontractors, are unable to accept additional referrals for service, after or in lieu of the creation of a Wait List, the Service Provider must inform RCOoA in writing of the Service Provider's achievement of maximum service capacity within two (2) business days of determining the full capacity has been reached.

**EXHIBIT A, Attachment 1  
 General Information**

1. Service Provider agrees to provide to the Riverside County Office on Aging (RCOoA) the services described herein Agreement number **OOA-IIIIB-2324-Mizell**.
2. Services shall be available Monday through Friday, 8:00 AM-5:00 PM PST, through Service Provider at the service administration site located at **480 S Sunrise Way, Palm Springs, CA 92262**.
3. The services shall be performed in Service Area(s): **8-10**
4. The program service representatives during the term of this agreement will be:

County Agency:	RCOoA	Service Provider:	Mizell Center
Name:	Renee Skidmore, Regional Manager	Name:	Frank McAlpin, Director of Geriatric Case Management Services
Phone:	(951) 867-3966	Phone:	(760) 323-5689 x106
Email:	<a href="mailto:rskidmor@rivco.org">rskidmor@rivco.org</a>	Email:	<a href="mailto:frankm@mizell.org">frankm@mizell.org</a>

Direct only fiscal inquiries to:

County Agency:	RCOoA	Service Provider:	Mizell Center
Name:	Sainey Jallow (invoices) Andres Trejos(budget) Nghia Nguyen (closeouts)	Name:	Valdemar Galeana
Phone:	(951) 867-3800	Phone:	(760) 323-5689 x105
Email:	<a href="mailto:sjallow@rivco.org">sjallow@rivco.org</a> <a href="mailto:aptrejos@rivco.org">aptrejos@rivco.org</a> <a href="mailto:nghianguyen@rivco.org">nghianguyen@rivco.org</a>	Email:	<a href="mailto:valg@mizell.org">valg@mizell.org</a>

Direct only contract inquiries to:

County Agency:	RCOoA	Service Provider:	Mizell Center
Name:	Ryan Emblem, Contract Analyst	Name:	Wes Winter, Executive Director
Phone:	(951) 867-3833	Phone:	(760) 323-5689 x102
Email:	<a href="mailto:remblem@rivco.org">remblem@rivco.org</a>	Email:	<a href="mailto:wesw@mizell.org">wesw@mizell.org</a>

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

**SUPPORTIVE SERVICES**  
**Exhibit B - BUDGET DETAIL**  
**Fiscal Year 2023-24**  
**Mizell Center**  
**12 months (July 1, 2023 - June 30, 2024)**

Match Requirement: \$ 20,500.00

SERVICE	Case Management		
<b>Expected Service Units:</b>	<b>5,600</b>		
Expenditure Category:	Cash	In-Kind	Total
1 Personnel	\$ 178,304.00		\$ 178,304
2 Staff Travel & Training			-
3 Equipment			-
4 Non-Inventoriable Equipment			-
5 Consultants			-
6 Other Expenses:			-
a Supplies	\$ 4,942.00		\$ 4,942
b Insurance	\$ 3,082.00		\$ 3,082
c Audit	\$ 1,000.00		\$ 1,000
d Rent/Building Space			-
e Utilities	\$ 11,021.00		\$ 11,021
f Vehicle Operations	\$ 6,651.00		\$ 6,651
g Repair & Maintenance			-
h Volunteer Expense			-
i Advertising			-
j Miscellaneous			-
7 Indirect Cost	\$ 20,500.00		\$ 20,500
<b>Total Expenditures (add lines 1-7)</b>	<b>\$ 225,500.00</b>	<b>\$ -</b>	<b>\$ 225,500</b>

Revenue Sources:	Cash	In-Kind	Total
MOCA Supportive Services	\$ 205,000		\$ 205,000
Cash Match	\$ 20,500		
<b>Total Revenue</b>	<b>\$ 225,500</b>	<b>\$ -</b>	<b>\$ 205,000</b>

Submitted by:

(RCOoA Approval)

Valdemar Galeana  
Print

Andres Prakasham-Trejos  
Print

Valdemar Galeana  
Valdemar Galeana (Sep 19, 2023 15:14 PDT)  
Signature

Sep 19, 2023  
Date

Andres Prakasham-Trejos  
Andres Prakasham-Trejos (Sep 21, 2023 16:07 PDT)  
Signature

Sep 21, 2023  
Date

County of Riverside  
Department of the Office on Aging

Contract ID #: **OOA-IIIB-2324-Mizell**  
Date: **7/1/2023**  
Amendment #:

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**SUPPORTIVE SERVICES**  
**Exhibit B, Attachment 1 - BUDGET DISPLAY**  
**Fiscal Year 2023-24**  
**Mizell Center**  
**12 months (July 1, 2023 - June 30, 2024)**

Program	Fund Type	Service Description	Project/ Grant Number(s)	Minimum # of Units	Baseline	Total
<b>CASE MANAGEMENT</b>	General Fund (MOCA)	Baseline Services	Pending	5600	\$ 205,000.00	\$ 205,000.00
<b>All Funds</b>	<b>Grand Total - All Funds</b>				<b>\$ 205,000.00</b>	<b>\$ 205,000.00</b>