

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



**ITEM: 3.39  
(ID # 25261)**

**MEETING DATE:**  
Tuesday, June 25, 2024

**FROM :** OFFICE ON AGING

**SUBJECT:** OFFICE ON AGING: Approve Memorandum of Understanding No. AAA-2425-21 with the California Department of Aging for Older Americans Act Title III and Title VII Programs, for the period July 1, 2024 - June 30, 2029; All Districts. [Total Cost: \$13,135,477 - 69% Federal, 31% State]

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

1. Approve Standard Agreement No. AAA-2425-21 with the California Department of Aging (CDA) for the Older Americans Act Title III and Title VII Programs (the Agreement), in the amount of \$13,135,477, for the period of July 1, 2024 - June 30, 2029, and authorize the Chairman of the Board to sign the agreement on behalf of the County;

Continued on Page 2

**ACTION:Policy**

Jewel Lee, Director of Office on Aging

6/10/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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: June 25, 2024  
xc: OoA

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

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

2. Approve the Subgrantee Agreement template (Attachment B), substantially to form, with qualified service providers to be selected after a completed competitive bidding process in amounts that do not exceed the aggregate approved allocated amount of CDA Older Americans Act Title III and VII Programs funds, and consistent with the CDA funding requirements, and as approved as to form by County Counsel, through June 30, 2029;
3. Authorize the Riverside County Office on Aging (RCOoA) Director and/or Designee to allocate funds to new and/or existing service providers for the Older Americans Act Title III and Title VII Programs through the use of the subgrantee agreement template (Attachment B) for the period of July 1, 2024 - June 30, 2025 with the option to renew annually contingent upon additional funding made available by CDA;
4. Authorize the RCOoA Director, or designee, to administer the Agreement and sign amendments, as approved as to form by County Counsel, that (a) make modifications to the scope of work and/or terms and conditions as required by CDA and (b) make changes to the compensation provisions that do not exceed the total allocation of the agreement;
5. Authorize the RCOoA Director, or Designee, to execute and take all necessary steps to administer the Older Americans Act Title III and Title VII Programs and sign any certifications, assurances, standard agreements, reports, or any other documents related to the Program and required by CDA, as approved as to form by County Counsel and that is consistent with the Board's approval; and
6. Adopt Resolution No. 2024-130, approving the authorization for the RCOoA Director, or Designee, to be charged with the responsibility of administering and implementing the Title III and Title VII Programs for the duration of the resolution to:
  - a. Accept funding annually through June 30, 2029; and,
  - b. Execute CDA agreements and subgrantee agreements, as approved as to form by County Counsel, as a result of receiving current and additional funds; and,
  - c. Sign CDA amendments, subgrantee amendments, as approved as to form by County Counsel, that (a) make modifications to the scope of work that stay within the intent of the CDA Agreement and (b) make changes to the compensation provisions that do not exceed the total allocation of the subgrantee agreement.
7. Direct the Clerk of the Board to return four (4) original agreements to the Riverside County Office on Aging for further processing.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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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>	\$0	\$13,135,477	\$13,135,477	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 69% Federal, 31% State</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	24/25

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

**BACKGROUND:**

**Summary**

The Riverside County Office on Aging (RCOoA) proposes entering into an agreement with the California Department of Aging (CDA) to administer the funds, services and activities mandated by Title III and Title VII of the Older Americans Act. Through Standard Agreement No. AAA-2324-21, the services and programs available include: supportive services (Title IIIB – adult day care, personal care, home maker services, transportation and legal), senior center activities (Title IIIB), congregate and home-delivered nutrition (Title IIIC), family caregiver support program (Title IIIE), and elder abuse prevention and long-term care ombudsman services (Title VII). These services, programs and other activities are made available countywide to older individuals and persons with disabilities.

On January 9, 2024, RCOoA released a Request For Proposal (RFP) #OAARC-0026 seeking proposals from qualified service vendors to administer Title III and Title VII services to persons aged sixty (60) years or older who are frail or homebound due to illness or disability, or who are otherwise isolated, to help bridge the gap between service demand and available resources. After careful consideration, RCOoA determined a select number of service providers to create a comprehensive, responsive, and effective program that meets the needs of the county's older adult and disabled adult populations.

This agreement reflects the current contract from CDA and could be subject to modifications based on the state's final legislative process. The term of this agreement is sixty (60) months, beginning July 1, 2024 and ending on June 30, 2029.

RCOoA Resolution No. 2024-130, authorizes the RCOoA Director or designee to administer the Title III and Title VII Programs allowing RCOoA to accept funding annually through June 30, 2029, and execute CDA subrecipient agreements and amendments.

**Impact on Residents and Businesses**

These funds are to be utilized in accordance with the requirements of the Older Americans Act, Titles III and VII, for individuals 60 years of age and older and persons with disabilities. Priority is given to those who have the greatest social and economic need, with considerable emphasis on programs and services that support older individuals and persons with disabilities to live independently in their homes and community; promote healthy aging and community involvement; and assist family members in their vital caregiving role.

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

**Additional Fiscal Information**

Fiscal year 24/25 Standard Agreement No. AAA-2425-21, between CDA and the County of Riverside, for Title III and VII Programs is for a total amount of \$13,135,477. This funding requires a match, which is met from provider contributions, grants awarded to the department and donations received by community collaborations.

There is no impact to the county general fund.

**ATTACHMENTS:**

**ATTACHMENT A.** STANDARD AGREEMENT NO. AAA-2425-21

**ATTACHMENT B.** AAA-2425 SUBGRANTEE TEMPLATE

**ATTACHMENT C.** RESOLUTION NO. 2024-130



Brianna Lontajo, Principal Management Analyst 6/19/2024



Gregg Gu, Chief of Deputy County Counsel 6/10/2024

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3 RESOLUTION NO. 2024-130  
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5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
6 AUTHORIZING THE DIRECTOR OF THE OFFICE ON AGING, OR DESIGNEE, TO ACCEPT  
7 FUNDING ANNUALLY THROUGH June 30, 2029 FOR THE OLDER AMERICANS ACT TITLE III  
8 AND TITLE VII PROGRAMS, EXECUTE THE STANDARD AGREEMENT, SUBGRANTEE AGREEMENTS  
9 AND ANY SUBSEQUENT AMENDMENTS OR MODIFICATIONS, AND ADMINISTER THE TITLE III  
10 AND TITLE VII PROGRAM THROUGHOUT RIVERSIDE COUNTY  
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12 WHEREAS, the California Department of Aging (the "Grantor") has awarded  
13 the Riverside County Office on Aging (RCOoA), a designated Area Agency on Aging  
14 (AAA, specifically for Standard Agreement No. AAA-2425-21 throughout Riverside  
15 County, for the period of July 1, 2024 - June 30, 2025 (the "Awardee"); and,

16 WHEREAS, the County of Riverside, Department of the Office on Aging (the  
17 "Department") is the designated Administrative Entity for the Title III and  
18 Title VII programs and services; and,

19 WHEREAS, the Department may accept funding annually through June 30, 2029  
20 for the Title III and Title VII programs to expand support services to eligible  
21 older adults, adults with disabilities, family caregivers, and residents as  
22 specified in the 2024-2028 Riverside County Area Plan, "Aging in Motion,"  
23 subject to the terms and conditions of the AAA-2425-21 Standard Agreement,  
24 Program regulations and requirements, and other contracts between the  
25 Department; and,

26 WHEREAS, the Title III and Title VII programs serve the purpose of  
27 providing services to persons aged sixty (60) years or older who are frail or  
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1 homebound due to illness or disability, or who are otherwise isolated, to help  
2 bridge the gap between service demand and available resources; and,

3       WHEREAS, the County of Riverside, Department of the Office on Aging  
4 desires to accept funding as a result to Standard Agreement AAA-2425-21, execute  
5 the Standard Agreement and any subsequent amendments or modifications, as  
6 approved as to form by County Counsel and consistent with the Board of  
7 Supervisors' approval; and

8       WHEREAS, the County of Riverside, Department of the Office on Aging,  
9 desires to execute subgrantee agreements and any subsequent amendments or  
10 modifications thereto, as approved as to form by County Counsel and consistent  
11 with the Board of Supervisors' approval; and

12       NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of  
13 Supervisors of the County of Riverside, State of California, ("Board") in  
14 regular session assembled on June 25, 2024, at 9:30 a.m. or soon thereafter, in  
15 the meeting room located on the first floor of the County Administrative Center,  
16 4080 Lemon Street, Riverside, California, that this Board hereby authorizes the  
17 Director of the Department, or designee, to accept future funding related to  
18 the Standard Agreement AAA-2425-21 and execute any agreements and amendments  
19 associated with such funding;

20       BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that if the County of  
21 Riverside, Department of the Office on Aging receives funding from the Standard  
22 Agreement No. AAA-2425-21 from the CDA, it represents and certifies that it  
23 will use all such funds in a manner consistent and in compliance with all  
24 applicable state and federal statutes, rules, regulations, and laws, including  
25 without limitation all rules and laws regarding the Title III and Title VII  
26 programs, as well as any and all contracts the County of Riverside, Department  
27 of the Office on Aging may have with subrecipients.

28

1 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the County of  
2 Riverside, Department of the Office on Aging is hereby authorized and directed  
3 to accept funding in an amount of Thirteen million one hundred thirty-five  
4 thousand four hundred seventy-seven dollars (\$13,135,477.00), if the County  
5 receives funds as a result to Standard Agreement AAA-2425-21; and in accordance  
6 with all applicable rules and laws.

7 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that this resolution shall  
8 take effect immediately upon its adoption.

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COUNTY COUNSEL APPROVED AS TO FORM

BY: Esen Sainz 06/06/2024  
ESEN SAINZ DATE

ROLL CALL:

Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

Nays: None

Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of said Board

By: Kimberly A. Rector  
Deputy






# RESOLUTION NO. 2024-130 - 6.6.2024

Final Audit Report

2024-06-06

Created:	2024-06-06
By:	Cindy Ramos-Corner (circorner@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuTONiT1mDfAeLGj4Ienf2IPAUb_Sxl7s

## "RESOLUTION NO. 2024-130 - 6.6.2024" History

-  Document created by Cindy Ramos-Corner (circorner@rivco.org)  
2024-06-06 - 7:41:00 PM GMT
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature  
2024-06-06 - 7:41:04 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)  
2024-06-06 - 8:30:16 PM GMT
-  Document e-signed by Esen Sainz (esainz@rivco.org)  
Signature Date: 2024-06-06 - 8:35:16 PM GMT - Time Source: server
-  Agreement completed.  
2024-06-06 - 8:35:16 PM GMT



MEMORANDUM OF UNDERSTANDING

between the

CALIFORNIA DEPARTMENT OF AGING

and

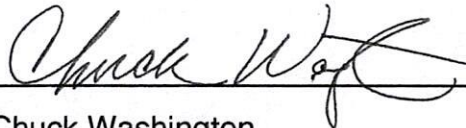
RIVERSIDE COUNTY OFFICE ON AGING

for

Coordination of Older Americans Act Services to  
Residents of

Planning Service Area 21


This MOU shall become effective July 1, 2024 and shall  
remain in effect until June 30, 2029.

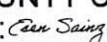


Chuck Washington  
Chair, Board of Supervisors  
Riverside County Office on Aging  
3610 Central Ave Suite 102  
Riverside, CA 92506

Andy Sachs  
Assistant Deputy Director  
Office of Finance & Administration Svs  
California Department of Aging  
2880 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By   
DEPUTY

COUNTY COUNSEL APPROVED AS TO FORM  
BY:  05/07/2024  
ESEN SAINZ DATE

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND  
RIVERSIDE COUNTY OFFICE ON AGING

1. PURPOSE

This Memorandum of Understanding (MOU) is entered into between the California Department of Aging, hereinafter referred to as "CDA," and Riverside County Office on Aging, hereinafter referred to as "Riverside County Office on Aging" or "AAA," in compliance with federal law (42 USC § 3001 et seq.), state law (Welfare and Institutions Code, Division 8.5), federal and/or state regulations, and any other authorities or policies.

This MOU provides the transfer or continued transfer of responsibility for Older Americans Act (OAA) and Older Californians Act (OCA) assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities within Riverside County Office on Aging's service area.

2. PARTIES

"Parties" shall mean Riverside County Office on Aging and CDA. Each individually is a "Party."

3. POLICY

Riverside County Office on Aging has been approved by the Administration for Community Living (ACL) to administer OAA and OCA activities in accordance with 42 USC § 3001 et seq., and Welfare and Institutions Code (WIC), Division 8.5.

4. APPLICABLE PROGRAMS

The programs selected below are applicable to this MOU between Riverside County Office on Aging and CDA.

- Area Plan (AP)
- Health Insurance Counseling and Advocacy Program (HICAP)
- Medicare Improvements for Patients and Providers Act (MIPPA)
- Title V Senior Community Services Program (TV SCSEP)

## 5. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this MOU or the Program Guide (as referenced in Section 10, below), will be provided by the State to the AAA upon full execution of this MOU.
- B. AAA shall submit to CDA changes to AAA's legal name, main address, and remit to address to [bmbsubvention@aging.ca.gov](mailto:bmbsubvention@aging.ca.gov).
- C. AAA shall submit to CDA changes to AAA Director or any key staff to be added or removed from the distribution list by submitting a Contact Report to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov). You may request the Contact Report by emailing [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).

## 6. NOTICES

- A. Any notice to be given hereunder by either Party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the AAA retains receipt, and shall be communicated as of actual receipt.
- B. All other notices, apart from those identified in Section 5 of this MOU, shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the AAA shall be to the address indicated on the coversheet of this MOU.
- C. Either Party may change its address by written notice to the other Party in accordance with Section 5.

## 7. COMMENCEMENT OF WORK

Should the AAA or its subcontractor begin work in advance of receiving notice that this MOU is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated and done at risk of assuming any and all liabilities that stem from said work.

## 8. RESPONSIBILITIES

### A. MOU Authorization

- i. If a public entity, the AAA shall submit to CDA a copy of an approved resolution, order, or motion referencing this MOU number authorizing execution of this MOU. If a private nonprofit entity, the

AAA shall submit to CDA an authorization by the Board of Directors to execute this MOU, referencing this MOU number.

- ii. These documents, including minute orders must also identify the action taken.
- iii. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this MOU. This requirement may also be met by a single resolution from the Governing Board of the AAA authorizing the AAA Director or designee to execute the original and all subsequent amendments to this MOU.

#### B. UEI Number and Related Information

- i. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this MOU. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
- ii. The AAA must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
- iii. If CDA cannot access or verify "Active" status by way of the AAA's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the AAA's data entry for its UEI number, the AAA must immediately update the information as required.

#### E. Consultation

- i. CDA will issue a Program Guide and Program Memos to provide guidance, insight, and direction to the AAAs on topics related to the activities applicable to this MOU.
- ii. CDA and the AAA shall follow guidance provided by the Program Guide and Program Memos to promote cooperation, communication, and coordination of service and program implementation.

### 9. ASSURANCES

#### A. Standards of Work

The AAA agrees that the performance of work and services pursuant to the requirements of this MOU and the Program Guide shall conform to accepted professional standards.

#### B. Corporate Status

- i. The AAA shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the AAA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this MOU.
- ii. The AAA shall ensure that any subcontractors providing services under this MOU shall be of sound financial status.
- iii. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this MOU.
- iv. Failure to maintain good standing by the AAA shall result in suspension or termination of this MOU with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the AAA until satisfactory status is restored.

#### C. Nondiscrimination

The AAA shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 04/2017), located <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>, which is hereby incorporated by reference. The CCC 04/2017 is required to be signed and submitted to CDA once every three (3) years and shall be furnished upon request by CDA. In addition, the AAA shall comply with the following:

- i. Equal Access to Federally-Funded Benefits, Programs and Activities

The AAA 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.

ii. Equal Access to State-Funded Benefits, Programs and Activities

The AAA shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq. and 2 CCR § 11140 et seq., which prohibit recipients of state funds from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [See 22 CCR § 98323.]

iii. California Civil Rights Laws

The AAA shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification prior to execution of this MOU. The certificate is available at:

<http://www.dgs.ca.gov/ols/Forms.aspx>.

The California Civil Rights Laws Certification ensures the AAA's compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and further ensures that the AAA's internal policies are not used in violation of California Civil Rights Laws.

iv. The AAA assures the State 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 the ADA. [See 42 USC § 12101 et seq.]

v. The AAA agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this MOU and the Program Guide.

D. Lobbying Certification

The AAA, by signing this MOU, certifies to the best of its knowledge and belief, that:

- i. No federally appropriated funds have been paid or will be paid, by or on behalf of the AAA, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an 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.

- ii. 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 an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the AAA shall complete and submit [Standard Form-LLL, Disclosure Form](#) to Report Lobbying, in accordance with its instructions.
- iii. The AAA shall require that the language of the lobbying certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- v. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352.
- vi. 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.

#### E. Conflict of Interest

- i. The AAA 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 the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the MOU.
- ii. This provision shall not be construed to prohibit employment of persons with whom the AAA'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 an open and competitive merit basis.

#### F. Covenant Against Contingent Fees

- i. The AAA warrants that no person or selling agency has been employed or retained to solicit the work outlined within this MOU and the Program Guide. There has been no agreement to make commission payments in order to obtain the work outlined within this MOU and the Program Guide.
- ii. For breach or violation of this warranty, CDA shall have the right to terminate the MOU without liability or at its discretion to deduct from the program allocation or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

#### G. Payroll Taxes and Deductions

The AAA shall promptly forward payroll taxes, insurances, and contributions, including 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.

#### H. Program Allocations in Excess of \$100,000

- i. If all funding provided in support of the services outlined within this MOU and the Program Guide exceeds \$100,000, the AAA 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)



I. Debarment, Suspension, and Other Responsibility Matters

- i. The AAA certifies to the best of its knowledge and belief, that it and its subcontractors:
  1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  2. Have not, within a three-year period preceding this MOU, 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.
  3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (i)(2) of this certification.
  4. Have not, within a three-year period preceding this MOU, had one or more public transactions (federal, State, or local) terminated for cause or default.
- ii. The AAA shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the AAA or subcontractors.
- iii. The AAA shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
- iv. The AAA agrees to timely execute any and all amendments to this MOU and the Program Guide or other required documentation relating to the Subcontractor's debarment/suspension status.

J. AAA's Staff

- i. The AAA shall maintain adequate staff to meet the AAA's obligations under this MOU and the Program Guide.
- ii. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

## 10. PROGRAM GUIDE

- A. A Program Guide (or "Guide") has been created and is intended for use by CDA and the AAAs as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.
- B. The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.
- C. The Program Guide shall be maintained, updated, and/or revised by CDA. Updates shall be made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.
- D. The official copy of the Program Guide shall be kept and maintained on CDA's webpage.

## 11. FISCAL PROVISIONS

- A. This MOU must be approved prior to release and disbursement of any program funding.
- B. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to CDA's Local Finance Bureau within 30 days of release.
- C. Budgets must be approved by CDA's Local Finance Bureau prior to any disbursement of funding.
- D. CDA cannot disburse funds until the enactment of the Budget Act has occurred and/or CDA has received funding authority.
- E. Budget Displays reference terms specific to each program funding source, which shall be used to determine disbursement of funding.
- F. AAAs shall follow other fiscal provisions and terms as outlined in the program guide.

## 12. RESOLUTION OF LANGUAGE CONFLICTS

- A. If a dispute arises in connection with this MOU involving the interpretation, implementation, or conflicts with the laws, policies, and regulations, the AAA and CDA will meet to attempt to resolve the problem in a manner that is allowable under federal and state laws. Both parties will strive to ensure that the dispute will not result in a disruption of OAA or OCA services.
- B. The terms and conditions of federal awards and other requirements have the following order of precedence, if there is any conflict in what they require:
- i. The Grant Terms and Conditions
  - ii. The Older Americans Act and other applicable federal statutes and their implementing regulations
  - iii. If applicable, the Older Californians Act and other California State codes and regulations
  - iv. This MOU and the Program Guide
  - v. Program Memos and other guidance issued by CDA
  - vi. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

## 13. TERMINATION

### A. Termination Without Cause

CDA may terminate performance of work under this MOU, in whole or in part, without cause upon ninety (90) days written notice if CDA determines that a termination is in the State's best interests. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The Parties agree that if the termination of the MOU is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Upon receipt of a Notice of Termination, the AAA shall submit to CDA a Transition Plan as specified in the Program Guide.

The Parties agree that for the terminated portion of the MOU, the remainder of the MOU shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this MOU. CDA may terminate the MOU upon thirty (30) days written notice to the AAA. The Notice of Termination 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 AAA shall submit to CDA a Transition Plan as specified in the Program Guide. The grounds for termination for cause shall include, but are not limited to, the following:

- i. In case of threat of life, health, or safety of the public, termination of the MOU shall be effective immediately.
- ii. A violation of the law or failure to make progress so as to endanger performance of this MOU.
- iii. Inadequate performance or failure to make progress so as to endanger performance of this MOU.
- iv. Failure to comply with reporting requirements.
- v. Evidence that the AAA is in an unsatisfactory financial condition as determined by an audit of the AAA or evidence of a financial condition that endangers performance of this MOU and/or the loss of other funding sources.
- vi. Delinquency in payment of taxes or payment of costs for performance of this MOU in the ordinary course of business.
- vii. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the AAA's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the AAA.
- viii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the AAA's assets or income.
- ix. The commission of an act of bankruptcy.

- x. Finding of debarment or suspension.
- xi. The AAA's organizational structure has materially changed.
- xii. CDA determines that the AAA may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the AAA may be subject to special conditions or restrictions.

#### C. AAA's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the AAA shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The AAA shall:

- i. Stop work as specified in the Notice of Termination.
- ii. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the MOU.
- iii. Terminate all subcontracts to the extent they relate to work terminated.
- iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification which will be final for purposes of this clause).

#### D. Effective Date

Termination of this MOU shall take effect immediately in the case of an emergency such as a threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the AAA, respectively. The notice shall describe the action being taken by CDA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Notice of Intent to Terminate by AAA (applicable to non-Title III Programs)

In the event the AAA no longer intends to provide services under this MOU, the AAA shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the AAA does not have the authority to terminate the MOU. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The AAA shall submit a Transition Plan in accordance with the Program Guide.

F. In the Event of a Termination Notice

CDA will present written notice to the AAA of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

14. Remedies

The AAA agrees that any remedy provided in this MOU is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this MOU by the AAA, whether such breach occurs before or after completion of the project.

15. Dissolution of Entity

The AAA shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

16. AMENDMENTS

- A. No amendment or variation of the terms of this MOU shall be valid unless made in writing, signed, and approved by both parties. No oral understanding or agreement not incorporated in this MOU is binding on any of the parties.
- B. Any provision of this MOU or the Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this MOU and/or the Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

- C. Failure by the AAA to take necessary actions required by amendments to this MOU and/or the Program Guide shall constitute a material violation.
- D. The State reserves the right to revise, waive, or modify the MOU to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.






# AAA-2425-21

Final Audit Report

2024-05-07

Created:	2024-05-07
By:	Cindy Ramos-Corner (circorner@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAt2eATZonWeiZ_0BpV321lb7CpANUKc0Z

## "AAA-2425-21" History

-  Document created by Cindy Ramos-Corner (circorner@rivco.org)  
2024-05-07 - 8:49:34 PM GMT
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature  
2024-05-07 - 8:49:38 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)  
2024-05-07 - 8:50:46 PM GMT
-  Document e-signed by Esen Sainz (esainz@rivco.org)  
Signature Date: 2024-05-07 - 8:51:49 PM GMT - Time Source: server
-  Agreement completed.  
2024-05-07 - 8:51:49 PM GMT



PROFESSIONAL SERVICES AGREEMENT

between the

RIVERSIDE COUNTY OFFICE ON AGING

and

Vendor XXX

for

Coordination of Older Americans Act Services Title III-XXX  
to Residents of Riverside County

This agreement shall become effective July 1, 2024 and shall remain in effect until June 30, 2025, with the option to renew for three (3) additional one-year terms contingent on available funding set forth by the state.

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Name

Title

Organization

---

Jewel Lee

Director

Riverside County Office on Aging

Riverside County Office on Aging  
 # OOA-2425-IIIX-XXXX

COUNTY OF RIVERSIDE - DEPARTMENT OF THE OFFICE ON AGING  
**STANDARD AGREEMENT - AMENDMENT**  
 RCOOA STD AGT-A (Rev. 1/2022)

AGREEMENT NO. OOA-IIIXXX-2425-XXX	AMENDMENT NO.	Purchasing Authority (If Applicable) DATE, Item X.XX
--------------------------------------	---------------	---

1. This Agreement is 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  
 XXXXXXXX

2. The term of this Agreement is:  
 START DATE  
 7/1/2024  
 THROUGH END DATE  
 6/30/2025

3. The maximum amount of this Agreement after this Amendment is:  
 \$XXX,XXX

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.)  
 XXXXXXXX

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING XXXXXXX	TITLE XXXXXXXXX		
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 Jewel Lee	TITLE Director, Office of Aging		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
COUNTY COUNSEL APPROVAL AS TO FORM	DATE SIGNED		

1. PURPOSE

This Professional Services Agreement (PSA) is entered into between the Riverside County Office on Aging, hereinafter referred to as "Riverside County Office on Aging" or "RCOOA," and **Organization Name**, hereinafter referred to as "", a **California nonprofit entity**.

This AGREEMENT provides the transfer or continued transfer of responsibility for Older Americans Act (OAA) and Older Californians Act (OCA) assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities within Riverside County service areas.

2. PARTIES

"Parties" shall refer to **XXXXXX** and Riverside County Office on Aging. Each individually is a "Party."

3. POLICY

**Organization Name** has been approved by Riverside County Office on Aging to administer OAA and OCA activities in accordance with 42 USC § 3001 et seq., and Welfare and Institutions Code (WIC), Division 8.5.

4. APPLICABLE PROGRAMS

The programs selected below are applicable to this **agreement** between Riverside County Office on Aging (RCOOA) and **Organization Name**.

- Health Insurance Counseling and Advocacy Program (HICAP)
- Medicare Improvements for Patients and Providers Act (MIPPA)
- Title III
- Title VII

## 5. DEPARTMENT CONTACT

- A. The name of RCOoA's contact to request revisions, waivers, or modifications affecting this PSA or the Program Guide (as referenced in Section 10, below), will be provided by the RCOOA to the Service Provider upon full execution of this agreement.
- B. Service Provider shall submit to RCOOA changes to Service Provider's legal name, main address, and remit to address to [OOAContracts@rivco.org](mailto:OOAContracts@rivco.org)
- C. Service Provider shall submit to RCOOA changes to Service Provider Director or any key staff to be added or removed from the distribution list by submitting a Contact Report to [OOAContracts@rivco.org](mailto:OOAContracts@rivco.org).

## 6. NOTICES

- A. Any notice to be given hereunder by either Party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Service Provider retains receipt, and shall be communicated as of actual receipt.
- B. All other notices, apart from those identified in Section 5 of this agreement, shall be addressed to the Riverside County Office on Aging, 3610 Central Avenue, Suite 102, Riverside, California, 92506.
- C. Either Party may change its address by written notice to the other Party in accordance with Section 5.

## 7. COMMENCEMENT OF WORK

Should the Service Provider or its subcontractor begin work in advance of receiving notice that this AGREEMENT is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated and done at risk of assuming any and all liabilities that stem from said work.

## 8. RESPONSIBILITIES

### A. PSA Authorization

- i. If a public entity or a private nonprofit entity, the SERVICE PROVIDER shall submit to RCOOA a copy of its delegation of authority authorizing its signatory to sign this agreement on behalf of the SERVICE PROVIDER. The delegation of authority often comes in the form of an approved resolution, order, or motion by

the governing board. Should the designated authority change, the SERVICE PROVIDER must inform RCOOA by providing an updated delegation of authority by email to [OOAContracts@rivco.org](mailto:OOAContracts@rivco.org).

B. UEI Number and Related Information

- i. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to RCOOA prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
- ii. The SERVICE PROVIDER must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
- iii. If RCOOA cannot access or verify "Active" status by way of the SERVICE PROVIDER's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the SERVICE PROVIDER's data entry for its UEI number, the SERVICE PROVIDER must immediately update the information as required.

E. Consultation

- i. CDA will issue a Program Guide and Program Memos to provide guidance, insight, and direction to the RCOOA on topics related to the activities applicable to this AGREEMENT.
- ii. CDA, RCOOA and the Service Provider shall follow guidance provided by the Program Guide and Program Memos to promote cooperation, communication, and coordination of service and program implementation.

## 9. ASSURANCES

### A. Standards of Work

The Service Provider agrees that the performance of work and services pursuant to the requirements of this AGREEMENT and the Program Guide shall conform to accepted professional standards.

### B. Corporate Status

- i. The SERVICE PROVIDER shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the SERVICE PROVIDER shall be in good standing with the Secretary of State of California, the State of California, Department of Justice Registration of Charities and shall maintain that status throughout the term of this AGREEMENT.
- ii. The SERVICE PROVIDER shall ensure that any subcontractors providing services under this AGREEMENT shall be of sound financial status.
- iii. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this AGREEMENT.
- iv. 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. 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.

### C. Nondiscrimination

The SERVICE PROVIDER shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 04/2017), located <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>, which is hereby incorporated by reference. The CCC 04/2017 is required to be signed and submitted to RCOOA once every year and shall be furnished upon request by RCOOA. In addition, the SERVICE PROVIDER shall comply with the following:

i. Equal Access to Federally-Funded Benefits, Programs and Activities

The 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.

ii. Equal Access to State-Funded Benefits, Programs and Activities

The SERVICE PROVIDER shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq. and 2 CCR § 11140 et seq., which prohibit recipients of state funds from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [See 22 CCR § 98323.]

iii. California Civil Rights Laws

The SERVICE PROVIDER shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification prior to execution of this AGREEMENT. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>.

The California Civil Rights Laws Certification ensures the SERVICE PROVIDER's compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and further ensures that the SERVICE PROVIDER's internal policies are not used in violation of California Civil Rights Laws.

iv. The SERVICE PROVIDER assures the State 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 the ADA. [See 42 USC § 12101 et seq.]

v. The SERVICE PROVIDER agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this AGREEMENT and the Program Guide.

D. Lobbying Certification

The SERVICE PROVIDER, by signing this AGREEMENT, certifies to the  
Page 7 of 26

best of its knowledge and belief, that:

- i. 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; an officer or employee of Congress; or an 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.
- ii. 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 an employee of a Member of Congress in connection with this 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.
- iii. The SERVICE PROVIDER shall require that the language of the lobbying certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- v. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352.
- vi. 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.

E. Conflict of Interest

- i. 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 the RCOOA determines that a conflict of interest exists, any increase in costs associated with the conflict



of interest may be disallowed by the RCOOA and such conflict may constitute grounds for termination of the AGREEMENT.

- ii. 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 an open and competitive merit basis.

#### F. Covenant Against Contingent Fees

- i. The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit the work outlined within this AGREEMENT and the Program Guide. There has been no agreement to make commission payments in order to obtain the work outlined within this AGREEMENT and the Program Guide.
- ii. For breach or violation of this warranty, RCOOA shall have the right to terminate the AGREEMENT without liability or at its discretion to deduct from the program allocation or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

#### G. Payroll Taxes and Deductions

The SERVICE PROVIDER shall promptly forward payroll taxes, insurances, and contributions, including 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.

#### H. Program Allocations in Excess of \$100,000

- i. If all funding provided in support of the services outlined within this MOU and the Program Guide 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)

I. Debarment, Suspension, and Other Responsibility Matters

i. The SERVICE PROVIDER certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  2. 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.
  3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (i)(2) of this certification.
  4. Have not, within a three-year period preceding this MOU, had one or more public transactions (federal, State, or local) terminated for cause or default.
- ii. The SERVICE PROVIDER shall report immediately to RCOOA in writing, any incidents of alleged fraud and/or abuse by either the SERVICE PROVIDER or subcontractors.
- iii. The SERVICE PROVIDER shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RCOOA.
- iv. The SERVICE PROVIDER agrees to timely execute any and all

amendments to this AGREEMENT and the Program Guide or other required documentation relating to the Subcontractor's debarment/suspension status.

J. SERVICE PROVIDER's Staff

- i. The SERVICE PROVIDER shall maintain adequate staff to meet the SERVICE PROVIDER's obligations under this MOU and the Program Guide.
- ii. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

**10. PROGRAM GUIDE**

- A. A Program Guide (or "Guide") has been created and is intended for use by RCOOA and the SERVICE PROVIDER as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.
- B. The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.
- C. The Program Guide shall be maintained, updated, and/or revised by RCOOA. Updates shall be made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide. *Updates or changes to the Program Guide shall not require a written amendment to this agreement. Such changes or updates shall be made to the Service Provider in writing.*
- D. The official copy of the Program Guide shall be kept and maintained on RCOOA's webpage.

**11. FISCAL PROVISIONS**

- A. This AGREEMENT must be approved prior to release and disbursement of any program funding.
- B. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to RCOOA's within 30 calendar days of release.
- C. Budgets must be approved by RCOOA's prior to any disbursement of

funding.

- D. RCOOA cannot disburse funds until the enactment of the Budget Act has occurred and/or RCOOA has received funding authority.
- E. Budget Displays reference terms specific to each program funding source, which shall be used to determine disbursement of funding.
- F. SERVICE PROVIDER shall follow other fiscal provisions and terms as outlined in the Program Guide and Attachment 2 of the Professional Service Agreement.

## 12. RESOLUTION OF LANGUAGE CONFLICTS

- A. If a dispute arises in connection with this AGREEMENT involving the interpretation, implementation, or conflicts with the laws, policies, and regulations, the SERVICE PROVIDER and RCOOA will meet to attempt to resolve the problem in a manner that is allowable under federal and state laws. Both parties will strive to ensure that the dispute will not result in a disruption of OAA or OCA services.
- B. The terms and conditions of federal awards and other requirements have the following order of precedence, if there is any conflict in what they require:
  - i. The Grant Terms and Conditions
  - ii. The Older Americans Act and other applicable federal statutes and their implementing regulations
  - iii. If applicable, the Older Californians Act and other California State codes and regulations
  - iv. This AGREEMENT and the Program Guide
  - v. Program Memos and other guidance issued by CDA
  - vi. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

## 13. TERMINATION

- A. Termination Without Cause

performance of this AGREEMENT and/or the loss of other funding sources.

- vi. Delinquency in payment of taxes or payment of costs for performance of this AGREEMENT in the ordinary course of business.
- vii. 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.
- viii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the SERVICE PROVIDER's assets or income.
- ix. The commission of an act of bankruptcy.
- x. Finding of debarment or suspension.
- xi. The SERVICE PROVIDER's organizational structure has materially changed.
- xii. RCOOA determines that the SERVICE PROVIDER may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the SERVICE PROVIDER may be subject to special conditions or restrictions.

C. SERVICE PROVIDER's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by RCOOA, the SERVICE PROVIDER shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The SERVICE PROVIDER shall:

- i. Stop work as specified in the Notice of Termination.
- ii. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the AGREEMENT.
- iii. Terminate all subcontracts to the extent they relate to work terminated.

- iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification which will be final for purposes of this clause).

D. Effective Date

Termination of this AGREEMENT shall take effect immediately in the case of an emergency such as a threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the SERVICE PROVIDER, respectively. The notice shall describe the action being taken by RCOOA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Notice of Intent to Terminate by SERVICE PROVIDER (applicable to non-Title III Programs)

In the event the SERVICE PROVIDER no longer intends to provide services under this AGREEMENT, the SERVICE PROVIDER shall give RCOOA Notice of Intent to Terminate. Such notice shall be given in writing to RCOOA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the SERVICE PROVIDER does not have the authority to terminate the AGREEMENT. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The SERVICE PROVIDER shall submit a Transition Plan in accordance with the Program Guide.

F. In the Event of a Termination Notice

RCOOA will present written notice to the SERVICE PROVIDER of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

14. Remedies

The SERVICE PROVIDER agrees that any remedy provided in this AGREEMENT is in addition to and not in derogation of any other legal or equitable remedy available to RCOOA as a result of breach of this AGREEMENT by the SERVICE PROVIDER, whether such breach occurs before or after completion of the project.

## 15. Dissolution of Entity

The SERVICE PROVIDER shall notify RCOOA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

## 16. AMENDMENTS

- A. No amendment or variation of the terms of this AGREEMENT shall be valid unless made in writing, signed, and approved by both Parties. No oral understanding or agreement not incorporated in this AGREEMENT or Program Guide is binding on any of the Parties.
- B. Any provision of this AGREEMENT or the Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this AGREEMENT and/or the Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- C. Failure by the SERVICE PROVIDER to take necessary actions required by amendments to this AGREEMENT and/or the Program Guide shall constitute a material violation.
- D. The State reserves the right to revise, waive, or modify the AGREEMENT to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

### **List of Attachments:**

**Attachment 1 – Scope of Service**

**Attachment 2 – Budget Detail, Payment Provisions & Closeout**

**ATTACHMENT 1  
SCOPE OF SERVICES**

**1. COUNTY RESPONSIBILITIES:**

COUNTY shall:

- 1.1 Assign staff to serve as a program liaison between RCOoA and SUBCONTRACTOR.
- 1.2 Coordinate with the SUBCONTRACTOR Operations Manager or delegated liaison for ensure client referrals are successfully received by SUBCONTRACTOR and meals are delivered to clients.
- 1.3 Quarterly monitor food facilities in which meals are prepared for safe food handling and sanitation practices.
- 1.4 Reimburse SUBCONTRACTOR in accordance with the terms and conditions set forth in Exhibit B, Payment Provisions attached herein.
- 1.5 Provide all necessary training to SUBCONTRACTOR staff through an agreed upon method to increase program knowledge, or any other related topic that would assist with responsibilities set forth in the Agreement.
- 1.6 Monitor the performance of the SUBCONTRACTOR meeting the terms, conditions, and services in this Agreement, as stated in Schedule A, Section 7 Monitoring and Evaluation. RCOoA, at its sole discretion, may monitor performance through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and self-monitoring.
- 1.7 Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, with SUBCONTRACTOR to review and enhance collaboration.

**2. SUBCONTRACTOR RESPONSIBILITIES**

**General Requirements for Title III B Services:**

SUBCONTRACTOR shall adhere to the Title III B provisions and terms as outlined in the Program Guide and the Professional Service Agreement:

- 2.1 SUBCONTRACTOR shall provide 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)]

**General Requirements for Title III C Services:**

SUBCONTRACTOR shall adhere to the Title III C provisions and terms as outlined in the  
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**Program Guide and the Professional Service Agreement:**

- 2.2** Provide meals in accordance with the OAA and California Code of Regulations (CCR).
- 2.3** Coordinate with the RCOoA liaison for facilitating and coordinating meals for clients within one (1) to five (5) business days of receiving the referral.
- 2.4** If requested and approved by RCOoA, SUBCONTRACTOR shall access clients for health conditions, educate on food nutrition, and provide instructions for safe food handling.
- 2.5** Manage and arrange multiple orders, delivery locations, and customers as requested by, RCOoA.
- 2.6** Responsible for delivering orders within an optimal period of time, ensuring freshness of food, and certify that the food is delivered directly to the client's doorstep.
- 2.7** Provide services within the following Service Area(s): 1-11 (Countywide)
  - **Service Area 1:** Corona/Norco/Eastvale (Coronita, El Cerrito, Home Gardens, Temescal Valley)
  - **Service Area 2:** Riverside/Jurupa Valley (El Sobrante, Glen Avon, High Grove, Mira Loma, Pedley, Rubidoux)
  - **Service Area 3:** Moreno Valley/Perris (Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview, Lake Mathews)
  - **Service Area 4:** Menifee/Winchester/Lake Elsinore (Homeland, Canyon Lake, Romoland, Lakeland Village, Warm Springs, Sun City, Quail Valley)
  - **Service Area 5:** Murrieta/Temecula/Wildomar (Aguanga, Anza, French Valley, Lake Riverside)
  - **Service Area 6:** Banning/Beaumont/Calimesa (Cabazon, Cherry Valley)
  - **Service Area 7:** Hemet/San Jacinto (East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista)
  - **Service Area 8:** Desert Hot Springs/Palm Springs/Cathedral City (Desert Edge, Gamet, Sky Valley, Thousand Palms, Whitewater)
  - **Service Area 9:** Rancho Mirage/Palm Desert/Indian Wells (Desert Palms)
  - **Service Area 10:** La Quinta/Indio/Coachella (Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Vista Santa Rose)
  - **Service Area 11:** Blythe (Desert Center, Ripley, Mesa Verde)

\*Special requests for delivery meals not located in the service areas listed above

may be approved and negotiated by both Parties

- 2.8 Provide appropriate nutritious meals and package each meal in a travel-friendly container, delivered between 4 AM PST and 5 PM PST, Monday through Friday.
- 2.9 Provide translation assistance, as needed. Should translation services not be available, SUBCONTRACTOR may contact RCOoA for such services.
- 2.10 Provide meals to individuals eligible to receive a home-delivered meal in accordance with the OAA and California Code of Regulations (CCR):
  - a. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [\[45 Code of Federal Regulations \(CFR\) 1321.69\(a\)\]](#).
  - b. A spouse of a person defined in 22 CCR 7638.7©(2), regardless of age or condition, if an assessment concludes that 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.
- 2.11 Provide nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization.
- 2.12 To be eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [\[22 CCR 7638.7\(a\)\]](#)
  - a. Be open to the public. [\[45 CFR 1321.53\(b\)\(3\)\]](#)
  - b. Not means test. [\[OAA § 315\(b\)\(3\)\]](#)
  - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [\[OAA § 315\(b\)\(4\); 22 CCR 7638.9\]](#)
  - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [\[2 CFR 200.403\(f\); 45 CFR 75.403\(f\)\]](#)
- 2.13 Provide meals distributed to eligible individuals impacted by a natural disaster that meet all the requirements of the Older Americans Act and State/Local laws.
- 2.14 Provide meals that follow the current Dietary Guidelines for Americans (DGA) and provide one-third of the Dietary Reference Intakes (DRI) in each meal as documented in [Older Californians Nutrition Program Menu Guidance](#).
- 2.15 Provide the RCOoA Registered Dietitian (RD) with copies of nutrition menus by the

15<sup>th</sup> of each month and provide correction within 3 business days after correction notice from RCOoA RD, to ensure the dietary guidelines are being met.

- 2.16 Meet food safety and sanitation standards as required by the California Retail Food Code.
- 2.17 Monitor food facilities in which food is prepared for safe food handling and sanitation practices.
- 2.18 Ensure all volunteers and drivers responsible for the delivery and handling of meals to clients must undergo a thorough screening process.
- 2.19 Subcontractor is responsible for promptly contacting RCOoA in the event of any unforeseen circumstances or changes that could affect the successful completion or delivery of the contracted services.
- 2.20 Subcontractor is responsible for promptly contacting RCOoA in the event of any shifts or updates concerning the client. If necessary, the subcontractor should also contact Adult Protective Services hotline immediately at 800-491-7123 to ensure the safety and well-being of the client.
- 2.21 SUBCONTRACTOR shall comply with OAA § 306(a)(17), which requires the SUBCONTRACTOR to coordinate activities and develop long-range emergency preparedness plan for disaster relief service delivery.
- 2.22 Cooperate with RCOoA in the implementation, monitoring and evaluation of this Agreement and comply with all reporting requirements.
- 2.23 Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, with SUBCONTRACTOR to review and enhance collaboration.

### 3. QUARTERLY ASSESSMENTS

SUBCONTRACTOR shall:

- 3.1 Complete initial assessments for all new C-2 clients within 2 (two) weeks of the start of service.
  - a) The CCR 7638.3(a)(2) requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home delivered by the provider, the initial assessment must be conducted in the home.
- 3.2 Complete quarterly eligibility reassessments for all C-2 clients.
  - a) The CCR 7638.3(a)(4) requirement for **quarterly eligibility reassessments** to

be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

3.3 Utilize the RCOoA [Home Delivered Meals Quarterly Reassessment Form](#) for reference in completing the quarterly client reassessments.

3.4 Provide written instructions for handling and re-heating of the meals, if applicable.

Eligibility Assessments	Process
Initial Screening	Conducted by RCOoA Call Center Specialist
Initial In-Home Assessment	In-person (At client’s residence), within two (2) weeks of beginning meal service and shall include an assessment of the type of meal appropriate for the participant in their living environment.
Second (quarterly reassessment)	May be completed via telephone.
Third (quarterly reassessment)	In-person (at client’s residence)
Fourth (quarterly reassessment)	May be completed via telephone.

\*A total of four (4) assessments should be conducted per contract term and entered in the RCOoA Reporting System.

4. **WAIT LIST**

4.1 Establish a waiting list for home-delivered meals whenever the SUBCONTRACTOR is unable to provide meals to all eligible individuals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be based on greatest need and/or in accordance with policy established by the SUBCONTRACTOR and in consultation with RCOoA, as per CCR 7638.3(c).

a) To ensure all data is collected for the unmet need either through the SUBCONTRACTOR directly or its subcontractor(s), the SUBCONTRACTOR 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 using the agreed-upon reporting method. **If the SUBCONTRACTOR, or its subcontractors, are unable to accept additional referrals for service, after or in lieu of the creation of a Wait List, the SUBCONTRACTOR must inform RCOoA in writing of the SUBCONTRACTOR’s achievement of**

**maximum service capacity within two (2) business days of determining the full capacity has been reached.**

**5. REPORTING REQUIREMENTS**

5.1 SUBCONTRACTOR in collaboration with RCOoA will work together to provide reports that include a list of clients served and referred. Reports shall include the following, but not be limited to:

- Client Unique Identifier (RCOoA System generated #)
- Client name
- Start Date of Service

Reports shall be submitted to RCOoA on a weekly basis or as requested to – [rcaging@rivco.org](mailto:rcaging@rivco.org)

5.2 As requested, the SUBCONTRACTOR shall report the following information quarterly in the RCOoA Reporting System

- 1) Client Reassessments
- 2) Eligibility/Enrollment Status
- 3) Client Demographic Data if different (or changed)

5.3 SUBCONTRACTOR shall report the Units of Service Delivered as requested by RCOoA on a daily, weekly, or monthly basis and no later than the 15<sup>th</sup> business day after the last day of each month in the RCOoA Reporting System.

5.4 SUBCONTRACTOR shall submit Narrative of Lessons learned, and success stories to <https://rcaging.org/> on a quarterly basis.

5.5 SUBCONTRACTOR shall notify RCOoA within 24 hours at [ooa-data-assets@rivco.org](mailto:ooa-data-assets@rivco.org) when a software license provided is no longer required or in use. This will allow RCOoA to promptly deactivate the license.

**6. SECURITY AWARENESS TRAINING**

6.1 The SUBCONTRACTORs employees, Subcontractors/Vendors, and volunteers handling PII must complete the required [Security Awareness Training module](#) located at <https://www.rcaging.org/vendor-resources> within thirty (30) days of the start date of the Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer’s employment and annually thereafter.

6.2 The Contractor must maintain certificates of completion on file and provide them to the COUNTY upon request.

**7. MONITORING AND EVALUATION**

- 7.1 Authorized RCOoA representatives shall have the right to monitor and evaluate the Subcontractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include the following, but not be limited to: policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- 7.2 The Subcontractor shall cooperate with the RCOoA in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- 7.3 The Subcontractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its RCOoA funded programs.
- 7.4 The Subcontractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by RCOoA.

**8. SINGLE AUDIT REPORTING REQUIREMENTS**

- 1) Subcontractor shall reference and comply with Section 3.7.3 Single Audit Reporting Requirements of the Program Guide.

**ATTACHMENT 2**

**BUDGET DETAIL, PAYMENT PROVISIONS & CLOSEOUT**

**1. MAXIMUM REIMBURSABLE AMOUNT/PAYMENT SCHEDULE**

Total payment under this Agreement shall not exceed in aggregate \$XXX,XXX. The SUBCONTRACTOR shall be compensated for expenses only as itemized in the approved Budget, incorporated by reference in the Unit of Service Cost Rate below.

Term	Annual Reimbursable Amount
July 1, 2024 - June 30, 2025	\$XXX,XXX

**2. UNIT OF SERVICE COST RATE**

SUBCONTRACTOR shall be paid in accordance with the following unit of service cost rate. Unit of Service Cost Rate encompasses the estimated quantity of meals to be served and the unit price.

Budget Item	Description	Total
Operational Costs	Including, but not limited to, office space, storage, staffing, phones and other technology, office supplies, mileage, etc.	\$
Meal Cost	Ingredients, preparation, packaging, etc.	\$
Overhead & Indirect Cost	Client services, assessments, and travel	\$
<b>Total Unit Price</b>		<b>\$</b>

**3. INVOICES**

SUBCONTRACTOR shall provide COUNTY with monthly detailed invoices in accordance with the requirements set forth under this Agreement, Section 5. Invoices shall be submitted to [OOASubcontractorAP@rivco.org](mailto:OOASubcontractorAP@rivco.org) within fifteen (15) days after the last day of each month services are performed. RCOoA shall pay the invoices within forty-five (45) Business Days from the date of receipt of the invoice. Payment shall be made to SUBCONTRACTOR only after expenses are incurred for the Scope of Services being rendered. SUBCONTRACTOR shall provide the following supporting documentation along with the invoice to justify invoice amounts:

- Monthly Expenditure Report

**4. EXPENDITURE OF FUNDS**

- 4.1 The SUBCONTRACTOR shall expend all funds received hereunder in accordance with Schedule B – Budget Detail, Payment Provisions & Closeout.
- 4.2 COUNTY reserves the right to refuse payments to the SUBCONTRACTOR or disallow costs for any expenditure as determined by COUNTY to be out of compliance with the Agreement terms and conditions, unrelated or inappropriate to Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or granted.

**5. ACCOUNTABILITY FOR FUNDS**

- 5.1 The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.
- 5.2 This Agreement is valid and enforceable only if sufficient funds are made available to the State through the Budget Acts of the appropriate fiscal years for purposes of this program(s). 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.

**6. FUNDING REDUCTION(S)**

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
- i. Terminate the Agreement
  - ii. Offer an Agreement amendment to the SUBCONTRACTOR to reflect the reduced funding for this Agreement.
- b. In the event the COUNTY elects to offer an amendment, it shall be mutually understood by both parties that:
- i. The COUNTY reserves the right to determine which agreements, if any, under this program shall be reduced.
  - ii. Some agreements may be reduced by a greater amount than others,
- and
- iii. The COUNTY shall determine at its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

**7. MATCH CONTRIBUTIONS**

No match is required under the terms and conditions of this Agreement.



8. **PAYMENT**

Upon execution of this Agreement and subject to the availability of funds, SUBCONTRACTOR shall request payment monthly, on a reimbursement basis, and in arrears for actual expenses incurred.

9. **CLOSEOUT**

Separate Financial Closeout Reports may be requested from the SUBCONTRACTOR on an annual basis by RCOoA on a Fiscal Year Calendar basis of July – June. With a due date of 15 days after June 30th. Final expenditures must be reported to RCOoA in accordance with the Budget Details. If the expenditures reported by the SUBCONTRACTOR exceed the advanced amount, RCOoA will reimburse the difference to the SUBCONTRACTOR up to the Agreement amount. If the expenditures reported by the SUBCONTRACTOR are less than the advanced amount, RCOoA will invoice the SUBCONTRACTOR for the unspent funds. The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.