

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



ITEM: 3.18
(ID # 26268)

MEETING DATE:

Tuesday, October 29, 2024

FROM : OFFICE ON AGING

SUBJECT: OFFICE ON AGING: Ratify and Approve the Professional Services Agreement No. OOA-IIIC-2425-RSBCIHI with the Riverside-San Bernardino County Indian Health, Inc. (RSBCIHI) for Title III-C Nutrition Services to Riverside County Residents, without seeking competitive bids effective July 1, 2024 for one year with the option to renew annually through June 30, 2028; District: 5. [Annual Total: \$292,777, Total Allocation: \$1,171,108; up to \$351,332 in additional funding; Source of Funds: 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Professional Services Agreement with the Riverside-San Bernardino County Indian Health, Inc. (RSBCIHI) No. OOA-IIIC-2425-RSBCIHI, for Title III-C Nutrition Services to Riverside County Residents, in the annual amount of \$292,777, without seeking competitive bids for one year with the option to renew annually through June 30, 2028, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and,

Continued on Page 2

ACTION:Policy


David Lee, Director of Office on Aging 10/15/2024

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: October 29, 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. Authorize the Riverside County Office on Aging (RCOoA) Director, or Designee, in accordance with Resolution No. 2024-130, to execute and take all necessary steps to administer the Subgrantee Agreement and sign any certifications, assurances, standard agreements, reports, or any other documents as they relate to the Title IIIC Program and is required by the California Department of Aging (CDA), as approved as to form by County Counsel and that is consistent with the Board’s approval; and,
3. Authorize the Riverside County Office on Aging (RCOoA) Director, or Designee, in accordance with Resolution No. 2024-130, to (a) sign amendments that make modifications to the statement of work that stay within the intent of the Agreement, (b) execute renewals annually through June 30, 2028, contingent upon additional funding made available by CDA, and (c) sign amendments to the compensation provisions that do not exceed the sum of thirty (30%) of the total annual cost of the Agreement; and,
4. Authorize the Purchasing Agent, to issue Purchase Orders for payment of services performed within the approved compensation amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$292,777	\$292,777	\$1,171,108	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment:	No
			For Fiscal Year:	24/25 – 27/28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Office on Aging (RCOoA), as a County Department on Aging for Planning and Service Area (PSA) 21, serves as the Official Area Agency on Aging (AAA) for Riverside County. Operating under the mandates of the Older Americans Act (OAA) and the Older Californians Act (OCA), RCOoA serves as a guiding force in shaping a consumer-focused system of home and community-based services for seniors in Riverside County. By joining forces with qualified providers, RCOoA aims to create a comprehensive and effective Title III C Nutrition Services Program that meets the needs of the county’s older adult and disabled adult population.

Riverside - San Bernardino County Indian Health, Inc. (RSBCIHI) is a vital healthcare organization that serves Native American communities in the Riverside and San Bernardino service areas; specifically in District 5. RSBCIHI provides Title IIIC Nutrition Services to seniors who reside on the Pechanga, Morongo, Cahuilla, Santa Rosa, Torres-Martinez or Soboba Indian reservations or in adjacent rural communities. Their organization offers significant operational benefits by aligning with RCOoA’s Area Plan goals.

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

RSBCIHI has been a trusted partner providing essential support to seniors. In collaboration with RCOoA, RSBCIHI organizations operate two main nutrition programs:

1. C-1 Congregate Meals: These are group-based meal services at designated congregate site. In addition to meals, the program offers nutrition education, nutrition risk screening and nutrition counseling. These services are designed to promote better health through nutrition and foster social interaction, helping reduce social isolation among older adults.

2. C-2 Home Delivered Meals: These meals are for individuals aged 60 or older that are frail (*as defined by 22 CCR 7119*), homebound by reason of illness or disability, or otherwise isolated. The home delivered meal program includes nutrition education and nutrition risk screening. The goal is to ensure that even those unable to attend congregate meal sites receive nutritious meals and maintain social connections through regular visits from meal delivery staff.

These programs help older adults maintain better health through proper nutrition, provide critical links to supportive services, and reduce isolation, particularly in underserved rural and tribal communities. The services are provided in several designated and rural service areas, which cover a range of communities within Riverside County.

The term of this Agreement is for twelve (12) months, from July 1, 2024 through June 30, 2025, with the option to renew for three (3) additional one-year terms contingent on available funding set forth by the state.

Impact on Residents and Businesses

These funds are to be utilized in accordance with the requirements of the Older Americans Act, for individuals aged 60 years and older with the greatest social and economic need; with considerable emphasis on programs and services that 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

No match is required under the terms and conditions of this Agreement. There is no impact to the county general fund.

Contract History and Price Reasonableness

To help bridge the gap between service demand and available resources, the Department is requesting approval by accepting the Subgrantee Agreement with Riverside-San Bernardino County Indian Health, Inc., as a Single Source Justification (SSJ #25-064) for the administration of Title III- C-1 and C-2 Nutrition Services to persons aged sixty (60) years or older who are frail or homebound due to illness or disability, or who are otherwise isolated in tribal communities within Riverside County.

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

In January 2024, RCOoA released a Request for Proposal (RFP) #OAARC-0026, seeking proposals from qualified service providers to administer Title III- C-1 and C-2 Nutrition Services to persons aged sixty (60) years or older who are frail or homebound due to illness or disability, or who are otherwise isolated. After a thorough evaluation process, it was determined that zero proposals were received to support Title III C-1 Congregate Meals and C-2 Home Delivered Meals in the tribal communities of Riverside County. RCOoA sought organizations capable of providing the necessary services, ultimately determining that RSBCIHI, a trusted partner, could best provide the essential services to support our seniors on Indian reservations or in adjacent rural communities.

The Older Americans Act (OAA) has the goal of maintaining or improving the physical, social, and psychological well-being of persons aged sixty (60) and older. This goal is administered by the allocation of III-C funds for Congregate and Home Delivered Meals. These Federal funds are allocated to the CDA and, subsequently, to the county's local Planning and Service Areas (PSA 21) who in turn may award contracts for service delivery to community organizations. Operating under the mandates of the OAA, RCOoA serves as a guiding force in shaping a consumer-focused system of home and community-based services for seniors in Riverside County.

ATTACHMENTS:

- ATTACHMENT A.** RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH INC. SOLE SOURCE JUSTIFICATION FORM #25-064
- ATTACHMENT B.** RIVERSIDE-SAN BERNARDINO COUNTY INDIAN HEALTH INC. PROFESSIONAL SERVICE AGREEMENT No. OOA-IIIC-2425-RSBCIHI


Melissa Curtis, Deputy Director of Purchasing and Fleet 10/17/2024


Eleanora Lontajo, Principal Management Analyst 10/22/2024


Gregg Gu, Chief of Deputy County Counsel 10/17/2024

PROFESSIONAL SERVICES AGREEMENT

between the

RIVERSIDE COUNTY OFFICE ON AGING

and

RIVERSIDE-SAN BERNARDINO COUNTY INDIAN
HEALTH, INC.

for

Coordination of Older Americans Act – Title III-C Nutrition
Services 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.

Riverside County Office on Aging
OOA-IIIC-2425-RSBCIHI

STANDARD AGREEMENT
RCOOA STD AGT-A (Rev. 1/2022)

AGREEMENT NO OOA-IIIC-2425-RSBCIHI	AMENDMENT NO N/A	Purchasing Authority (If Applicable) June 25, 2024, item 3.39
--	----------------------------	---

- 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
 Riverside-San Bernardino County Indian Health, Inc., a California nonprofit corporation
- The term of this Agreement is:
 START DATE
 7/1/2024
 THROUGH END DATE
 6/30/2025
- The maximum annual amount of this Agreement is:
 \$ 292,777 TWO HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN and 0/100 dollars
- The Parties mutually agree to this agreement as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Attachments	Title	Pages
Exhibit A	Scope of Services	7 pages
Exhibit B	Budget Detail, Payment Provisions, and Closeout	4 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit B, Attachment 2	Budget Detail	1 page
Exhibit C	Community Focal Points	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.)
 Riverside-San Bernardino County Indian Health, Inc., a California nonprofit corporation

CONTRACTOR BUSINESS ADDRESS 11980 Mt. Vernon Ave	CITY Grand Terrace	STATE CA	ZIP 92313
PRINTED NAME OF PERSON SIGNING Bill Thomsen	TITLE CEO		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 10/15/2024		

Bill Thomsen (Oct 15, 2024 09:06 PDT)

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 CHUCK WASHINGTON	TITLE Chair, Board of Supervisors		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 10/29/2024		
COUNTY COUNSEL APPROVAL AS TO FORM 	DATE SIGNED 10/15/2024		

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

OCT 29 2024 3.18

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 Riverside-San Bernardino County Indian Health, Inc., a California nonprofit entity, hereinafter referred to as "SERVICE PROVIDER."

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 Riverside-San Bernardino County Indian Health, Inc. and Riverside County Office on Aging. Each individually is a "Party."

3. POLICY

Riverside-San Bernardino County Indian Health, Inc. 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 Riverside-San Bernardino County Indian Health, Inc. (RSBCIHI).

- Health Insurance Counseling and Advocacy Program (HICAP)
- Medicare Improvements for Patients and Providers Act (MIPPA)
- Title IIIB
- Title IIIC
- Title IIIE
- 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
- 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.

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.

The Parties acknowledge and agree that the SERVICE PROVIDER began rendering services to RCOoA on July 1, 2024, and were accepted by RCOoA without a written services agreement. All actions taken by both the SERVICE PROVIDER and RCOoA prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

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.

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 by RCOoA once every year. 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 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 Professional Services Agreement 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 Professional Services Agreement 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

RCOoA may terminate performance of work under this Agreement, in whole or in part, without cause upon ninety (90) days written notice if RCOoA 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 Agreement is due to a reduction or deletion of funding by the California Department of Aging (CDA), 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 SERVICE PROVIDER shall submit to RCOoA a Transition Plan as specified in the Program Guide.

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

B. Termination for Cause

RCOoA may terminate, in whole or in part, for cause the performance of work under this Agreement. RCOoA may terminate the Agreement upon thirty (30) days written notice to the SERVICE PROVIDER. 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 SERVICE PROVIDER shall submit to RCOoA 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 Agreement shall be effective immediately.
- ii. A violation of the law or failure to make progress so as to endanger performance of this Agreement.
- iii. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
- iv. Failure to comply with reporting requirements.
- v. Evidence that the SERVICE PROVIDER is in an unsatisfactory financial condition as determined by an audit of the SERVICE PROVIDER or evidence of a financial condition that endangers 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).
- v. Shall develop and submit a transition plan as specified in Section 3.9, Termination of the Program Guide. The transition plan shall include, but is not limited to, communication with program participants through a formal letter providing notice of program termination, disenrollment of clients prior to the termination date, and referral of clients back to the RCOoA for further services.

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.

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.

17. General Information

- A. Subcontractor agrees to provide to the Riverside County Office on Aging (RCOOA) the services described herein Agreement number **OOA-IIIC-2425-RSBCIHI**
- B. Services shall be available Monday through Friday, 8:00 AM - 5:00 PM PST, or as requested.
- C. Service administration site located at **47001 Pala Road, Temecula, CA 92592**
- D. The services shall be performed in Service Area(s): **5, 6, 7, 8, 10**
- E. The program service representatives during the term of this Agreement will be:

County Agency:	Riverside County Office on Aging	Service Provider:	Riverside-San Bernardino County Indian Health, Inc.
Name:	Maricruz Carrillo, Supervising Nutritionist (Nutrition Services) Angelica Lemus, HelpLink Supervisor (Program Liaison)	Name:	Afua Khumalo Program Director
Phone:	(951) 867-3821	Phone:	(951) 849-4761
Email:	mcarrillo@rivco.org alemus@rivco.org	Email:	akhumalo@rsbcihi.org

Direct only Fiscal inquiries to:

County Agency:	Riverside County Office on Aging	Service Provider:	Riverside-San Bernardino County Indian Health, Inc.
Name:	Nghia Nguyen (Invoices/Budget/Closeouts) Andres Prakasam-Trejos (Supervisor)	Name:	Amber Foley Controller
Phone:	(951) 867-3848	Phone:	(909) 864-1097
Email:	ooasubcontractorap@rivco.org	Email:	afoley@rsbcihi.org

Direct only Contract inquiries to:

County Agency:	Riverside County Office on Aging	Service Provider:	Riverside-San Bernardino County Indian Health, Inc.
Name:	Cindy Ramos-Corner, Contracts & Grants Analyst	Name:	Afua Khumalo Program Director
Phone:	(951) 870-3237	Phone:	(951) 849-4761
Email:	circorner@rivco.org ooacontracts@rivco.org	Email:	akhumalo@rsbcihi.org

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.

Exhibit A
SCOPE OF SERVICES

1. COUNTY RESPONSIBILITIES:

COUNTY shall:

- 1.1 Assign staff to serve as a program liaison between RCOoA and SERVICE PROVIDER.
- 1.2 Coordinate with the SERVICE PROVIDER Operations Manager or delegated liaison to ensure client referrals are successfully received by SERVICE PROVIDER and meals are delivered to Clients.
- 1.3 Monitor food handling facilities, quarterly or as needed, in which meals are prepared for safe food handling and sanitation practices.
- 1.4 Reimburse SERVICE PROVIDER in accordance with the terms and conditions set forth in Exhibit B, Budget Detail, Payment Provisions, and Closeout attached herein and incorporated into this Agreement by reference.
- 1.5 Provide all necessary training to SERVICE PROVIDER 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 SERVICE PROVIDER meeting the terms, conditions, and services in this Agreement, as stated in Section 3.6 Monitoring and Evaluation of the Program Guide. 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 SERVICE PROVIDER to review and enhance collaboration.

2. SERVICE PROVIDER RESPONSIBILITIES

General Requirements for Title IIIC Services:

The SERVICE PROVIDER shall adhere to the guidelines for nutrition services in the State of California defined in the California Code of Regulations, Title 22, Division 1.8, Chapter 4.(1), Article 5. The Elderly Nutrition Program is governed by federal guidelines, State laws and regulations, and by the - Program Guide issued and periodically updated by the California Department of Aging (CDA) and disseminated by the Office on Aging.

1. **Nutrition Goals and Objectives:** The goals of the Title IIIC Nutrition Program are to maintain or improve the physical, psychological, and social well-being of older individuals in California, by providing or securing appropriate nutrition services. The objectives are to:
 - a. Give preference to those older Californians in greatest economic or social need with particular attention to low-income minority individuals.
 - b. Serve meals that provide one-third (1/3) of the Recommended Dietary Intakes (RDIs) and are safe and of good quality.
 - c. Promote and maintain high food safety and sanitation standards.
 - d. Promote good health behaviors through nutrition education and nutrition screening of participants.

- e. Promote or maintain coordination with other nutrition-related supportive services for older individuals

2. Title IIIC- 1 Congregate Nutrition Services Eligibility

Individuals eligible to receive a meal at a congregate nutrition site are:

- a. Any person sixty (60) years of age or older; or
- b. The spouse of any person sixty (60) years of age or older; or
- c. A disabled person as defined in Older Americans Act (OAA) Sec. 102 (8) (9) under age sixty (60) who resides in housing facilities occupied primarily by older persons at which congregate nutrition services are provided; or
- d. A disabled individual who resides at home and accompanies an older individual eligible under the OAA.

3. Title IIIC- 1 Congregate Nutrition Services and General Program Requirements

- a. Coordinate with the RCOoA liaison for facilitating and coordinating meals for clients within one (1) to three (3) business days of receiving the referral.
- b. Provide a hot or otherwise appropriate meal five (5) or more days a week (unless such service is not feasible), and any additional meals which the recipient of a contract may elect to provide. If the number of days is reduced, the Service Provider shall request approval from RCOoA and/or CDA and notify the department within 48 hours of the change.
- c. Meal must provide a minimum of one-third of the Dietary Reference Intakes (DRI) in each meal as documented in [Older Californians Nutrition Program Menu Guidance](#).
- d. Provide the RCOoA Registered Dietitian (RD) with copies of nutrition menus by the 15th of each month and provide correction within 3 business days after correction notice from RCOoA RD, to ensure the dietary guidelines are being met.
- e. Provide the meal in a congregate setting, including adult day care facilities and multigenerational meal sites.
- f. Provide nutrition education and other nutrition services, as appropriate, based on the needs of meal participants.
- g. At a minimum, the SERVICE PROVIDER's Registered Dietitian (RD) or qualified staff shall conduct quarterly kitchen inspections/monitoring for safe food handling and sanitation practices of food facilities for Title III C (CCR 7636.1(b)(6)). This must be communicated to RCOoA's Registered Dietitian and documented accordingly.
- h. Have a manager on staff to conduct the day-to-day management and administrative functions of the program.
- i. All staff, paid and volunteer, shall receive a minimum of four (4) annual hours of training to perform their assigned responsibilities, including at a minimum:
 - Food safety, prevention of foodborne illness, and Hazard Analysis Critical Control Point (HACCP) principles.
 - Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- j. Include procedures for obtaining the views of participants about the services received.

Riverside County Office on Aging
OOA-IIIC-2425-RSBCIHI

- k. Have equipment, including tables and chairs, which is sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.
- l. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal. No eligible individual shall be denied participation because of failure or inability to contribute.
- m. Provide at least four (4) nutrition education sessions annually to participants. Nutrition education should involve information dissemination, instruction, or training that supports healthy food, nutrition, and physical activity choices and behaviors to maintain or improve health and address nutrition-related conditions. The content must be consistent with the Dietary Guidelines for Americans, be accurate, culturally sensitive, regionally appropriate, and consider personal preferences. A Registered Dietitian or an individual with comparable expertise, as defined in the OAA, must oversee and approve the content prior to presentation.
- n. A volunteer under age 60 may be offered a meal if doing so will not deprive an older individual of a meal.
- o. Ensure all volunteers responsible for the delivery and handling of meals to clients must undergo a thorough screening process.
- p. All individuals who have access to client data must undergo a thorough background check as outlined in the Program Guide 3.11.7 Background Check section before being granted access to any RCOoA client data.
- q. Provide translation assistance, as needed. Should translation services not be available, SERVICE PROVIDER may contact RCOoA for such services.
- r. Enter required program data into RCOoA's reporting database. Data must be timely, complete, accurate, and verifiable.
- s. SERVICE PROVIDER is responsible for promptly contacting RCOoA in the event of any unforeseen circumstances or changes that could affect the successful completion of the contracted services.
- t. SERVICE PROVIDER is responsible for promptly contacting RCOoA in the event of any shifts or updates concerning the Client. If and/or when the SERVICE PROVIDER suspects that an older or dependent adult is being abused or neglected, the SERVICE PROVIDER must call the APS 24-hour, 7-day-a-week hotline at (800) 491-7123 or visit the online reporting portal <https://www.reporttoaps.org/>.
- u. SERVICE PROVIDER shall comply with OAA § 306(a)(17), which requires the SERVICE PROVIDER to coordinate activities and develop long-range emergency preparedness plan for disaster relief service delivery. This plan should be made available to RCOoA, upon request.
- v. 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.
- w. Cooperate with RCOoA in the implementation, monitoring and evaluation of this Agreement and comply with all reporting requirements as stated in the [Program Guide](#).
- x. Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, to review and enhance collaboration.

- y. SERVICE PROVIDER shall provide nutrition education, nutrition counseling, and other nutrition-related services as deemed appropriate based on the assessed needs of meal participants. All services shall be delivered in accordance with the applicable guidelines and standards provided below:

Nutrition Education (C1/C2)	Unit Measure = 1 Session	An intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the DGA; accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.	Reporting: Non-registered. Estimated unduplicated client counts and service units.
-----------------------------	--------------------------	--	--

4. Title IIIC-2 Home Delivered Meal Nutrition Services Eligibility

Individuals eligible to receive a home delivered meal are:

- a. Any person sixty (60) years of age or older who is “frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated”. “Otherwise, isolated” may be interpreted as not comfortable dining in a group setting. [\[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.
- d. Priority shall be given to older individuals.

5. Title IIIC-2 Home Delivered Meal General Program Requirements

- a. Coordinate with the RCOoA liaison for facilitating and coordinating meals for clients within one (1) to three (3) business days of receiving the referral.
- b. Manage and arrange multiple orders, delivery locations, and referred Clients as requested by RCOoA.
- c. Coordinate the delivering of nutrition referrals within an optimal period of time, ensuring freshness of food, and certify that the food is delivered directly to the client’s doorstep.
- d. At a minimum, the SERVICE PROVIDER’s Registered Dietitian (RD) or qualified staff shall conduct quarterly kitchen inspections/monitoring for safe food handling

and sanitation practices of food facilities for Title III C (CCR 7636.1(b)(6)). This must be communicated to RCOoA's Registered Dietitian and documented accordingly.

- e. Provide the RCOoA Registered Dietitian (RD) with copies of nutrition menus by the 15th of each month and provide correction within 3 business days after correction notice from RCOoA RD, to ensure the dietary guidelines are being met.
- f. Meal must provide a minimum of one-third of the Dietary Reference Intakes (DRI) in each meal as documented in [Older Californians Nutrition Program Menu Guidance](#).
- g. Provide a home-delivered meal five (5) or more days a week. If the number of delivery days is reduced, the Service Provider shall request approval from RCOoA and notify the department within 48 hours of the change.
- h. Provide appropriate nutritious meals and package each meal in a travel-friendly container, delivered between 9:30 AM PST and 12:30 PM PST, Monday through Friday (with an extra sack lunch delivered on Friday for Saturday), and/or as requested and approved by both Parties.
- i. Develop and implement criteria to assess the level of need for home-delivered nutrition services, including an initial telephone intake, written in-home assessment, assessment for nutrition-related supportive services, and quarterly in-home reassessment.
- j. When necessary, and in coordination with RCOoA, establish a waiting list for home-delivered meals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, will be based on greatest need and approved by RCOoA. For home-delivered meal programs, prioritization criteria are most commonly based on whether a person is homebound, meets the Activities of Daily Living impairments minimums, is geographically isolated, or has low income.
- k. All staff, paid and volunteer, shall receive a minimum of four (4) annual hours of training to perform their assigned responsibilities, including at a minimum:
 - Food safety, prevention of foodborne illness, and Hazard Analysis Critical Control Point (HACCP) principles.
 - Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- l. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal. No eligible individual shall be denied participation because of failure or inability to contribute.
- m. All individuals must undergo a thorough background check as outlined in the Program Guide 3.11.7 Background Check section before being granted access to any RCOoA client data.
- n. Ensure all volunteers responsible for the delivery and handling of meals to Clients must undergo a thorough screening process.
- o. SERVICE PROVIDER is responsible for promptly contacting RCOoA in the event of any shifts or updates concerning the Client. If and/or when the SERVICE PROVIDER suspects that an older or dependent adult is being abused or neglected, the SERVICE PROVIDER must call the Adult Protective Services (APS) 24-hour,

7-day-a-week hotline at (800) 491-7123 or visit the online reporting portal <https://www.reporttoaps.org/>.

- l. SERVICE PROVIDER shall comply with OAA § 306(a)(17), which requires the SERVICE PROVIDER to coordinate activities and develop long-range emergency preparedness plan for disaster relief service delivery. This plan should be made available to RCOoA, upon request.
 - m. 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.
 - n. Provide at least four (4) nutrition education sessions annually to participants. Nutrition education should involve information dissemination, instruction, or training that supports healthy food, nutrition, and physical activity choices and behaviors to maintain or improve health and address nutrition-related conditions. The content must be consistent with the Dietary Guidelines for Americans, be accurate, culturally sensitive, regionally appropriate, and consider personal preferences. A Registered Dietitian or an individual with comparable expertise, as defined in the OAA, must oversee and approve the content prior to presentation.
 - o. Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, to review and enhance collaboration.
6. Provide services to the following Service Areas:
- Service Area 5:** Murrieta/Temecula (with the surrounding City of Aguanga and Anza)
- Service Area 6:** Banning/Beaumont
- Service Area 7:** Hemet/San Jacinto; Valle Vista (with the surrounding City of E. Hemet and Mountain Center)
- Service Area 8:** Desert Hot Springs/Palm Springs/Cathedral City (With the surrounding City of Whitewater)
- Service Area 10:** La Quinta/Indio/Coachella (With the surrounding City of Thermal)
- *Special requests for delivery of meals not located in the service areas listed above may be approved and negotiated by both Parties.

7. **QUARTERLY ASSESSMENTS**

SERVICE PROVIDER shall:

- 7.1 Complete nutrition risk screening for all new and/or existing C-1 clients.
- 7.2 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.

7.3 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.

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

7.5 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.

* One (1) session quarterly, up to four (4) assessments should be conducted per contract term and entered in the RCOoA Reporting System.

8. WAIT LIST

8.1 Collaborate with RCOoA to establish a wait list for home-delivered meals whenever the SERVICE PROVIDER 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 SERVICE PROVIDER 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 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 using the agreed-upon reporting method. **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.

9. PUBLICATIONS

9.1 All press releases or any program advertisement utilizing the RCOoA and/or the California Department of Aging (CDA) logo must be approved by the RCOoA prior to dissemination. Approval is also required for all use of RCOoA/CDA logo or mention of RCOoA/CDA in materials. The SERVICE PROVIDER should email the draft press release and/or publication material to OOAContracts@rivco.org.gov at least fourteen (14) business days in advance of the announcement or event and copy the appropriate RCOoA Program team.

9.2 If RCOoA or state/federal funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the RCOoA before publication or production. Any mention of the RCOoA/CDA name or organization in press or outreach materials requires prior approval. The appropriate RCOoA Program Manager will coordinate this process. Materials should be submitted to the appropriate RCOoA program manager for the RCOoA for review. They will be assessed in batches on the first and fifteenth of each month, with a minimum ten (10) business day approval period. As stated in the [Program Guide](#) 3.13.2 Advertising and Public Relations.

10. REPORTING REQUIREMENTS

10.1 As requested, SERVICE PROVIDER in collaboration with RCOoA will work together to provide reports that include a list of Clients referred and served. Reports shall include the following, but not be limited to:

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

Reports shall be submitted to RCOoA via encrypted format to ensure client confidentiality on a monthly basis and/or as otherwise requested.

10.2 The SERVICE PROVIDER shall report the following information in the RCOoA Reporting System:

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

10.3 SERVICE PROVIDER shall report the Units of Service Delivered as requested by RCOoA on a daily, weekly, or monthly basis and no later than the 15th business day after the last day of each month in the RCOoA Reporting System.

UNIT MEASURE

1. Title III C-1 Congregate Meals – 1 Meal Per Participant
2. Title III C-2 Home Delivered Meals – 1 Meal Per Participant
3. Nutrition Education (C1/C2) – 1 Session

Examples include:

- 1 presentation = 1 session
 - Even if offered more than 1 time, by more than 1 presenter, and/or in multiple formats.
- 1 unique social media message = 1 session
 - Includes text messages.
- 1 newsletter = 1 session
 - Even if containing more than 1 article.
- 1 set of hardcopy materials = 1 session
 - Each set covering a different topic/message is a separate session.

10.4 SERVICE PROVIDER shall submit Narrative of Lessons learned, and success stores to <https://rcaging.org/> on a quarterly basis.

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 15
Quarter 2	October 1 - December 31	January 15
Quarter 3	January 1 - March 31	April 15
Quarter 4	April 1 - June 30	July 15

10.5 SERVICE PROVIDER shall notify RCOoA within 24 hours at 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.

10.6 SERVICE PROVIDER shall disenroll C1/C2 clients in the RCOoA Reporting System if

they are no longer in need of the service.

11. SECURITY AWARENESS TRAINING

11.1 The SERVICE PROVIDERs employees, Subcontractors/Vendors, and volunteers handling PII must complete the required [Security Awareness Training module](https://www.rcaging.org/vendor-resources) 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.

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

12. MONITORING AND EVALUATION

12.1 Authorized RCOoA representatives shall have the right to monitor and evaluate the SERVICE PROVIDER'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.

12.2 The SERVICE PROVIDER 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.

12.3 The SERVICE PROVIDER 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.

12.4 The SERVICE PROVIDER 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.

13. SINGLE AUDIT REPORTING REQUIREMENTS

13.1 SERVICE PROVIDER shall reference and comply with Section 3.7.3 Single Audit Reporting Requirements of the Program Guide.

**EXHIBIT B
 BUDGET DETAIL, PAYMENT PROVISIONS & CLOSEOUT**

1. MAXIMUM REIMBURSABLE AMOUNT/PAYMENT SCHEDULE & TERM PERIOD

A. **MAXIMUM REIMBURSABLE AMOUNT:** Total payment under this Agreement shall not exceed TWO HUNDRED NINETY-TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN (\$292,777), per annual term. The SERVICE PROVIDER 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	\$292,777

B. **TERM:** This Agreement shall be effective as of 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. The parties acknowledge and agree that the SERVICE PROVIDER began rendering services to COUNTY on July 1, 2024 and were accepted by COUNTY without a written services agreement. All actions taken by both the CONTRACTOR and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

2. UNIT MEASURE

SERVICE PROVIDER shall be paid in accordance with the following unit measure(s):

Unit Measure	
Title III C-1 Congregate Meals	1 Meal
Title III C-2 Home Delivered Meals	1 Meal
Title III C1/C2 Nutrition Education	1 Session

3. INVOICES

SERVICE PROVIDER 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 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 SERVICE PROVIDER only after expenses are incurred for the Scope of Services being rendered. SERVICE PROVIDER shall provide the following supporting documentation along with the invoice to justify invoice amounts:

- Monthly Expenditure Report

4. EXPENDITURE OF FUNDS

- 4.1 The SERVICE PROVIDER 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 SERVICE PROVIDER 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:
- Terminate the Agreement
 - Offer an Agreement amendment to the SERVICE PROVIDER 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:
- The COUNTY reserves the right to determine which agreements, if any, under this program shall be reduced.
 - Some agreements may be reduced by a greater amount than others, and
 - 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

10% program match for IIIB, not including Ombudsman, and IIIC is required under the terms and conditions of this Agreement, as specified in the Program Guide, Section 4.7.2.

8. **ONE-TIME-ONLY (OTO) FUNDS**

Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Financial Closeout Report (CDA 180). (Title 22 CCR 7314).

There is a possibility for OTO funding, although it is not guaranteed:

- a. OTO funding may also include funding for innovative pilot projects designed for the development or enhancement of a comprehensive and coordinated system of services.
- b. OTO funds can be used to maintain or increase baseline services; However, SERVICE PROVIDER shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the funding period the OTO was received.
- c. Service Ramp-Down Plan: SERVICE PROVIDER shall develop and implement a detailed ramp-down plan prior to the conclusion of the OTO funding period. This plan shall outline the steps the SERVICE PROVIDER will take to gradually reduce services funded by OTO funds, ensuring minimal disruption to Clients and program continuity. The plan must be submitted to and approved by the COUNTY at least 90 days prior to the end of the OTO funding period.
- d. Client Communication: SERVICE PROVIDER is responsible for clearly communicating to Clients that services funded by OTO are temporary and contingent upon the availability of such funds. SERVICE PROVIDER shall notify Clients of any planned reduction or discontinuation of services at least 30 days prior to the service change.

9. **PAYMENT**

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

10.2 Payments will be made to reimburse expenditures reported unless SERVICE PROVIDER pre-selects an Advance method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as specified in the [Program Guide](#), Section 4.8 Payment.

10. **ADVANCE PAYMENT AND REIMBURSEMENT:**

10.1 Advance Payment:

The SERVICE PROVIDER under this agreement may request a cash advance of up to 25% of the total annual contract amount, subject to the approval of the department and available funds per fiscal year. Such requests for a cash advance must be submitted in writing through the Request For Advance Funding Form and include a detailed explanation of the purpose for which the advance is sought. The department reserves the right to approve or deny any cash advance requests at its sole discretion.

10.2 Reimbursement of the Difference:

RCOoA will reimburse the difference to the SERVICE PROVIDER up to the Agreement amount. If the expenditures reported by the SERVICE PROVIDER are less than the advanced amount, RCOoA will invoice the SERVICE PROVIDER for the unspent funds for the advance by fiscal year.

11. CLOSEOUT

Separate Financial Closeout Reports may be requested from the SERVICE PROVIDER 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 SERVICE PROVIDER exceed the advanced amount, RCOoA will reimburse the difference to the SERVICE PROVIDER up to the Agreement amount. If the expenditures reported by the SERVICE PROVIDER are less than the advanced amount, RCOoA will invoice the SERVICE PROVIDER 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.

EXHIBIT B, ATTACHMENT 1

BUDGET DISPLAY

County of Riverside Department of the Office on Aging										Contract ID # OOA-IIIC-2425-RSBCIHI		Upd Date 7/25/2024		Amendment #		Page 1 of 1	
ELDERLY NUTRITION SUPPORT PROGRAM Exhibit B-1 - BUDGET DISPLAY Fiscal Year 2024-25 Riverside-San Bernardino County Indian Health, Inc., 12 months (July 1, 2024 - June 30, 2025)																	
Program	Fund Type	CFDA#	Project/Grant Number(s)	Unit Measure	# of Units	Unit Rate	Baseline	Notes	Adjustments	Transfers	One-Time Only	Updated Total					
Congregate Meals C1	State General Fund AP Augmentation		OA42001FY25S	1 Meal	10.430	\$ 12.00	\$ 125,158	(a), (b)	\$ -	\$ -	\$ -	125,158					
Total Congregate Meals					10,430		\$ 125,158		\$ -	\$ -	\$ -	125,158					
Home-Delivered Meals C2	State General Fund AP Augmentation		OA42101FY25S	1 Meal	13,968	\$ 12.00	\$ 167,619	(a), (b)	\$ -	\$ -	\$ -	167,619					
Total Home-Delivered Meals					13,968		\$ 167,619		\$ -	\$ -	\$ -	167,619					
Funding Summary	State Funds						\$ 292,777		\$ -	\$ -	\$ -	292,777					
All Funds	Grand Total - All Funds						\$ 292,777		\$ -	\$ -	\$ -	292,777					

(a) Funds must be expended by 6/30/25 and final expenditures reported on closeout by 7/15/25
 (b) There is no matching requirement

EXHIBIT B, ATTACHMENT 2

BUDGET DETAIL

County of Riverside
Department of the Office on Aging

Contract ID #: OOA-IIIC-2425-RSBCIHI
Date: 7/1/2024
Amendment #:

Page 1 of 1

Senior Nutrition Program - C1 and C2
Exhibit B, Attachment 2 - SERVICE PROVIDER BUDGET DETAIL
Fiscal Year 2024-25
Riverside San Bernardino County Indian Health, Inc.
12 months (July 1, 2024 - June 30, 2025)

Total Contracted Amount: \$ 292,777.00
Match Requirement: \$ -

Service	Congregate Nutrition				Home-Delivered Meals				Total
	OoA	Program Income	In-Kind Match	Cash Match	OoA	Program Income	In-Kind Match	Cash Match	
Expected Service Units:									
Expenditure Category:									
1 Paid Personnel:									
Total Salaries/Wages									\$0.00
Payroll Taxes									\$0.00
Workers' Compensation									\$0.00
Other Benefits									\$0.00
Total Paid Personnel:	\$63,801.25				\$84,573.75				\$148,375.00
Third-Party In-Kind Personnel									\$0.00
Total Personnel	\$63,801.25	\$0.00	\$0.00	\$0.00	\$84,573.75	\$0.00	\$0.00	\$0.00	\$148,375.00
2 Travel & Training:									
Travel									\$0.00
Training									\$0.00
Total Travel & Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Equipment:									
Expendable Equipment (unit cost of < \$5,000)									\$0.00
Non-Expendable Equipment (unit cost ≥ \$5,000)									\$0.00
Total Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 Direct Expenses:									
Consultants									\$0.00
Lease/Rent									\$0.00
Catered Food									\$0.00
Raw Food	\$49,656.75				\$67,645.25				\$117,302.00
Nutrition Education	\$600.00				\$600.00				\$1,200.00
Other Expenses:									\$0.00
Utilities	\$1,100.00				\$1,100.00				\$2,200.00
Office Expense									\$0.00
Vehicle Operations and Maintenance									\$0.00
Outside Services									\$0.00
Meal Services Supplies	\$10,000.00				\$10,000.00				\$20,000.00
Accounting									\$0.00
Audit									\$0.00
Volunteer Expense									\$0.00
Insurance					\$3,700.00				\$3,700.00
Subcontracted Direct Service Costs									\$0.00
Miscellaneous									\$0.00
Total Direct Expenses	\$61,356.75	\$0.00	\$0.00	\$0.00	\$83,045.25	\$0.00	\$0.00	\$0.00	\$144,402.00
5 Indirect Costs (Maximum 10% of Total)									\$0.00
Total Expenditures (add lines 1-5)	\$125,158.00	\$0.00	\$0.00	\$0.00	\$167,619.00	\$0.00	\$0.00	\$0.00	\$292,777.00
Revenue Sources:									
Riverside County Office on Aging	125,158.00				167,619.00				\$292,777.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Total Revenue	\$125,158.00	\$0.00	\$0.00	\$0.00	\$167,619.00	\$0.00	\$0.00	\$0.00	\$292,777.00

Submitted by (subcontractor):

Approved by (OoA):

Bill Thomsen

Andres Prakasam-Trejos

PRINT

PRINT


Bill Thomsen (Oct 15, 2024 09:06 PDT)

10/15/2024

Signature

Date


Andres Prakasam-Trejos (Oct 15, 2024 09:34 PDT)

10/15/2024

Signature

Date

**EXHIBIT C
 COMMUNITY FOCAL POINTS**

Designated Community Focal Point	Address
Albert A. Chatigny Senior Community Recreation Center	1310 Oak Valley Pkwy., Beaumont, CA 92223
Anza Community Hall	56630 CA-371, Anza CA 92539
Arlanza Community Center – Bryant Park	7950 Philbin Ave., Riverside, CA 92503
Banning Senior Center	769 N. San Gorgonio Ave., Banning, CA 92220
Cathedral City Senior Center	37-171 W. Buddy Rogers Ave., Cathedral City, CA 92234
Charles Meigs – Mead Valley Community Center	21091 Rider St., Perris, CA 92570
Coachella Senior Center	1540 Seventh St. Coachella, CA 92236
Colorado River Senior Community Center	Hidden Valley Rd, Blythe, CA 92225
Corona Senior Center	921 S. Belle St., Corona, CA 92882
Dales Senior Center – White Park	3936 Chestnut St., Riverside, CA 92501
Desert Hot Springs Senior Center	11-777 West Dr., Desert Hot Springs, CA 92240
Doris Morgan Community Center	445 N. Broadway, Blythe, CA 92225
Eddie Dee Smith Senior Center	5888 Mission Blvd., Rubidoux, CA 92509
Idyllwild HELP Center	26330 CA-243, Idyllwild-Pine Cove, CA 92549
Idyllwild Community Center	25925 Cedar St., Idyllwild, CA 92549
Indio Hills Community Center (Desert Recreation District)	80-400 Dillon Rd. Indio, CA 92201
Indio Senior Center	45-700 Aladdin St., Indio, CA 92201
James A. Venable Community Center	50-390 Carmen Ave., Cabazon, CA 92230
Janet Goeske Foundation and Senior Center	5257 Sierra St., Riverside, CA 92504
Jerry Rummonds Senior & Community Center (Desert Recreation District)	87-229 Church St., Thermal, CA 92274
The Joslyn Center	73-750 Catalina Way, Palm Desert, CA 92260
Jurupa Valley Community Health Center	8876 Mission Blvd., Jurupa Valley, CA 92509
Kay Cenicerros Senior Center	29995 Evans Rd., Sun City, CA 92586
La Quinta Wellness Center	78-450 Avenida La Fonda, La Quinta, CA












OOA-IIIC-2425-RSBCIHI

Final Audit Report

2024-10-15

Created:	2024-10-15
By:	Cindy Ramos-Corner (circorner@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuRS9A37sZO0SZU0aJxkfMmH5ZNeHF-1

"OOA-IIIC-2425-RSBCIHI" History

-  Document created by Cindy Ramos-Corner (circorner@rivco.org)
2024-10-15 - 2:50:36 PM GMT
-  Document emailed to Bill Thomsen (bthomsen@rsbcihi.org) for signature
2024-10-15 - 2:50:44 PM GMT
-  Email viewed by Bill Thomsen (bthomsen@rsbcihi.org)
2024-10-15 - 4:05:44 PM GMT
-  Document e-signed by Bill Thomsen (bthomsen@rsbcihi.org)
Signature Date: 2024-10-15 - 4:06:30 PM GMT - Time Source: server
-  Document emailed to aptrejos@rivco.org for signature
2024-10-15 - 4:06:33 PM GMT
-  Email viewed by aptrejos@rivco.org
2024-10-15 - 4:33:12 PM GMT
-  Signer aptrejos@rivco.org entered name at signing as Andres Prakasam-Trejos
2024-10-15 - 4:34:35 PM GMT
-  Document e-signed by Andres Prakasam-Trejos (aptrejos@rivco.org)
Signature Date: 2024-10-15 - 4:34:37 PM GMT - Time Source: server
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature
2024-10-15 - 4:34:39 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)
2024-10-15 - 5:10:41 PM GMT
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2024-10-15 - 6:31:23 PM GMT - Time Source: server

✔ Agreement completed.

2024-10-15 - 6:31:23 PM GMT



RIVERSIDE COUNTY
OFFICE ON AGING
AGING & ABILITY RESOURCE CENTER
(877) 932 - 4100

Date: Thursday, October 3, 2024
From: Jewel Lee, Director of the Riverside County Office on Aging
To: Board of Supervisors/Purchasing Agent
Via: Cindy Ramos-Corner, Contracts and Grants Analyst
Subject: Request for Single Source Procurement - Title C-1 Congregate and C-2 Home Delivered Meals in Rural Indian/Tribal Communities of Riverside County

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____ (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: Riverside-San Bernardino County Indian Health, Inc., a California Nonprofit Corporation

2. Supplier ID: 0000025957

a. Describe the goods/service being requested:

Riverside-San Bernardino County Indian Health, Inc. (RSBCIHI) is a vital healthcare organization that serves Native American communities in the Riverside and San Bernardino service areas. This organization provides culturally sensitive healthcare services, respecting and adhering to the traditional customs of the Indian communities served. RSBCIHI focuses on promoting wellness and early intervention, with the goal of helping individuals achieve and maintain healthy lifestyles.

The services being requested involves the provision of nutrition services, which specifically target older individuals with the greatest economic or social need, with particular attention to low-income, minority individuals, and older individuals living in rural Indian and tribal communities.

RSBCIHI operates two main nutrition programs:

1. C-1 Congregate Meals: these are group-based meal services at designated congregate site. In addition to meals, the program offers nutrition education, nutrition risk screening, and nutrition counseling. These services are designed to promote better health through nutrition and foster social interaction, helping reduce social isolation among older adults.
2. C-2 Home Delivered Meals: These meals are for individuals aged 60 or older that are frail (*as defined by 22 CCR 7119*), homebound by reason of illness or disability, or otherwise isolated. The home delivered meals program includes nutrition education and nutrition risk screening. The goal is to ensure that even those unable to attend congregate meal sites receive nutritious meals and maintain social connections through regular visits from meal delivery staff.

These programs help older adults maintain better health through proper nutrition, provide critical links to supportive services, and reduce isolation, particularly in underserved rural and tribal communities. The services are provided in several designated and rural Service Areas (SAs), which cover a range of communities within Riverside County, including the following:

Service Area 5: Murrieta/Temecula (with the surrounding City of Aguanga and Anza)

Service Area 6: Banning/Beaumont

Service Area 7: Hemet/San Jacinto; Valle Vista (with the surrounding City of E. Hemet and Mountain Center)

Service Area 8: Desert Hot Springs/Palm Springs/Cathedral City (With the surrounding City of Whitewater)

Service Area 10: La Quinta/Indio/Coachella (With the surrounding City of Thermal)

- b. Explain the unique features of the goods/services being requested from this supplier:
Riverside-San Bernardino County Indian Health, Inc. (RSBCIHI) is unique for the services they offer to Riverside County. This includes but is not limited to:

Cultural Connection: RSBCIHI is tribally controlled organization that collaborates closely with the 12 Indian reservations in Riverside County. They have a better understanding of the unique needs and cultural practices of these communities, making them highly effective in delivering social services. They serve a population of 52,000 American Indians, 3% of whom are aged 55 and older. They have navigated and built the necessary relationships with their rural and tribal communities to provide congregate (C-1) and home-delivered meal (C-2) services for Riverside County.

Demographics: Riverside County has one of the highest concentrations of American Indian and Alaska Native (AIAN) older adults in California, making up 11% of the population. This is a significant proportion compared to other areas in the state. Recent statistics from the California Department of Aging (CDA), highlight that Riverside County's Office on Aging is particularly effective in meeting the needs of its tribal service population.

Historically, RSBCIHI has been the only organization contracted to provide both healthcare and nutrition services specifically to clients in tribal communities within Riverside County. By continuing to partner with RSBCIHI, we ensure that these important nutritional services remain available to the tribal communities of Riverside County, respecting their cultural context and addressing their specific needs.

c. What are the operational benefits to your department?

The Older Americans Act (OAA) was enacted by Congress in 1965. This Act, and its subsequent amendments has the goal of maintaining or improving the physical, social, and psychological well-being of persons aged sixty (60) and older. This goal is administered by the allocation of III-C funds for Congregate and Home Delivered Meals. These Federal funds are allocated to the California Department of Aging (CDA) and subsequently, to our local Planning and Service Areas (PSA 21) who in turn may award contracts for service delivery to community organizations. Operating under the mandates of the OAA the Riverside County Office on Aging serves as a guiding force in shaping a consumer-focused system of home and community-based services for the elderly in Riverside County.

RSBCIHI provides nutrition services to seniors who reside either on the Pechanga, Morongo, Cahuilla, Santa Rosa, Torres-Martinez or Soboba Indian reservations or in adjacent communities. Their organization offers significant operational benefits by aligning with Riverside County Office on Aging (RCOoA) [Area Plan goals](#):

Goal #1 - Participate in activities that help build inclusive communities, supporting older and disabled adults to age comfortably and remain in the communities of their choice. The RCOoA will expand the reach of its programs by building partnerships with community organizations that support our older and disabled adults' ability to age in place.

Goal #2 - Provide individuals with resources and programs to encourage mobility, security, self-sufficiency, and social engagement. The RCOoA will seek cost effective solutions to increase social connections, reduce isolation, and link clients to information and community resources.

Goal #3 - Improve community awareness of public benefits and resources through the use of technology, partnerships, and a person-centered approach. The RCOoA aims to foster meaningful connections to elevate the service experience of those who have complex needs.

RSBCIHI has become a trusted community partner, delivering nutritional programs, nutrition education, and educational resources, while promoting social engagement. Through these efforts, they have helped build inclusive communities throughout Riverside County.

d. Provide details on any cost benefits/discounts.

RSBCIHI offers cost benefits through its established relationships with local food suppliers, which help keep meal prices competitive at \$12 per meal. Their expertise in serving rural Indian and tribal communities allow for streamlined, efficient service delivery, reducing costs, and avoiding delays. With the necessary infrastructure already in place, RSBCIHI can begin providing services immediately, ensuring timely nutrition support for older adults. Their price stability and ability to leverage local resources make them a cost-effective and reliable partner for the Riverside County Office on Aging. Currently the average price per meal for our existing contracted providers ranges from \$10.00 - \$13.00, considering the cost of inflation.

3. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

a. If yes, please explain why you are requesting to utilize an SSJ process?

In January 2024, RCOoA released a Request for Proposal (RFP) # OAARC-0026 for FY 24/25, seeking qualified service vendors to administer Title III-C Nutrition services. However, no proposals were received to support Title III-C services in the rural and tribal communities of Riverside County.

4. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# _____ No

a. What was the total annual and aggregate amount? _____

5. Identify all costs for this request in the table below:
If review is for multiple years, all costs must be identified below:

Description:	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Title III C-1 C-2 Program Costs:	\$292,777	\$292,777	\$292,777	\$292,777	\$1,171,108
Other Costs:					
Total Costs	\$292,777	\$292,777	\$292,777	\$292,777	\$1,171,108

Note: Insert additional rows as needed

6. Period of Performance: 7/1/2024 through 6/30/2025

Ratify Start Date (if applicable): 7/1/2024

Initial Term Start Date: _____ End Date: _____

This Agreement shall be 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.

Aggregate Term/End Date: 7/1/2024 through 6/30/2028

7. Projected Board of Supervisor Date (if applicable): 10/29/2024

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Jewel Lee

Print Name

J Lee

Department Head Signature
(Executive Level Designee)

10/03/2024

Date

.....
PCS Reviewed:

Olivia Acosta

Print Name

[Signature]

Signature

10/3/2024

Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.
.....

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 1,171,108

Aggregate Amount \$ _____

Melissa Curtis

Purchasing Agent Signature

10/7/2024

Date

25-064

Tracking Number
(Reference on Purchasing Documents)






RSBCIHI SSJ

Final Audit Report

2024-10-03

Created:	2024-10-03
By:	Cindy Ramos-Corner (circorner@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR6VrwzL3hSe1IObWQPgeYFxBexMoZk

"RSBCIHI SSJ" History

-  Document created by Cindy Ramos-Corner (circorner@rivco.org)
2024-10-03 - 3:57:57 PM GMT
-  Document emailed to Jewel Lee (jelee@rivco.org) for signature
2024-10-03 - 3:58:03 PM GMT
-  Email viewed by Jewel Lee (jelee@rivco.org)
2024-10-03 - 3:58:55 PM GMT
-  Document e-signed by Jewel Lee (jelee@rivco.org)
Signature Date: 2024-10-03 - 3:59:48 PM GMT - Time Source: server
-  Agreement completed.
2024-10-03 - 3:59:48 PM GMT