

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



**ITEM: 3.22
(ID # 26591)**

MEETING DATE:
Tuesday, December 10, 2024

FROM : OFFICE ON AGING

SUBJECT: OFFICE ON AGING: Ratify and Approve the Professional Services Agreement No. OOA-IIIB-2425-CRSC and OOA-IIIC-2425-CRSC with the Colorado River Senior Citizens (CRSC) for Title III-B Senior Center Staffing and Title III-C2 Home Delivered Meal Nutrition Services to Riverside County Residents, without seeking competitive bids for one year with the option to renew annually through June 30, 2028; District 4. [Total Allocation: \$602,800; up to \$180,840 in additional funding; Source of Funds: 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Professional Services Agreement with Colorado River Senior Citizens (CRSC) No. OOA-IIIB-2425-CRSC, for Title III-B Senior Center Staffing to Riverside County Residents, in the annual amount of \$85,000, 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


Jewel Lee, Director of Office on Aging

11/26/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel seconded by Supervisor Jeffries 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: December 10, 2024
xc: OoA

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and Approve the Professional Services Agreement with Colorado River Senior Citizens (CRSC) No.OOA-IIIC-2425-CRSC, for Title III-C2 Home Delivered Meal Nutrition Services to Riverside County Residents, in the annual amount of \$65,700, 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

3. 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 Agreements and sign any certifications, assurances, standard agreements, reports, or any other documents related to the Program and 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

4. 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,

5. Authorize the Purchasing Agent, to issue Purchase Orders to Colorado River Senior Citizens in an aggregate amount not to exceed \$783,640 for the payment of services performed consistent with Agreement No. OOA-IIIB-2425-CRSC and Agreement No. OOA-IIIC-2425-CRSC.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$150,700	\$150,700	\$602,800	\$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

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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-B Senior Center Staffing and Title III-C Home Delivered Meals Program that meets the needs of the older adult and disabled adult population.

Colorado River Senior Citizens (CRSC) plays a vital role in supporting the Riverside County Office on Aging (RCOoA) by delivering essential services in District 4, specifically addressing food insecurity through its Home Delivered Meals program. In the rural area of Blythe, CA, where resources are scarce and access to services is limited, CRSC has been a key partner in administering the Title III C-2 Home Delivered Meals Program.

This Nutrition Program helps older adults maintain better health through proper nutrition, provide critical links to supportive services, and reduce isolation, particularly in underserved rural communities of Blythe, CA.

Additionally, CRSC supports Title III-B Senior Center Staffing which assist with the operation of the multipurpose senior center by meeting all or part of the costs of compensating professional and technical personnel required for the operation of the center. This partnership ultimately ensures that seniors in Blythe, CA receive essential services that promote their well-being and quality of life, especially in an underserved community.

CRSC stands as a key senior center in Blythe, CA and has been serving the community for several years. In the rural landscape of Blythe, where resources are scarce and access to vital services is limited, CRSC has been a sole provider of support and assistance. In collaboration with RCOoA, this organization operates two (2) programs:

- a. Senior Center Staffing: Provides funding to support the professional and technical staff required to run the senior center.
- b. 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 communities of Blythe, CA.

The term of the Agreements 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

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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

CRSC is required to provide a 10% match under the terms and conditions of this Agreement. There is no impact to the county general fund.

Contract History and Price Reasonableness

RCOoA operates under the mandates of the Older Americans Act and the Older Californians Act, RCOoA serves as a guiding force in shaping a consumer-focused system of home and community-based services for the elderly in Riverside County. To help bridge the gap between service demand and available resources, in January 2024, RCOoA released a Request for Proposal (RFP) # OAARC-0026, seeking proposals from qualified service providers to administer Title III-B Senior Center Staffing in Blythe CA, including Title III-C2 Home Delivered Meals 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-B Senior Center Staffing and Title III C-2 Home Delivered Meals in the City of Blythe. RCOoA sought organizations capable of providing the necessary services, ultimately determining that Colorado River Senior Citizens, a trusted partner, could best provide the essential services to support our seniors in Blythe, CA.

The Older Americans Act 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 Title III-B Senior Center Staffing and Title III-C funds for Congregate and Home Delivered Meals. These Federal funds are allocated to the CDA and, subsequently, to local Planning and Service Areas (PSA 21) who in turn may award contracts for service delivery to community organizations.

ATTACHMENTS:

- ATTACHMENT A.** COLORADO RIVER SENIOR CITIZENS SINGLE SOURCE JUSTIFICATION FORM – TITLE III-B #25-085
- ATTACHMENT B.** COLORADO RIVER SENIOR CITIZENS PROFESSIONAL SERVICE AGREEMENT No. OOA-IIIB-2425-CRSC
- ATTACHMENT C.** COLORADO RIVER SENIOR CITIZENS SINGLE SOURCE JUSTIFICATION FORM – TITLE III-C #25-080

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ATTACHMENT D. COLORADO RIVER SENIOR CITIZENS PROFESSIONAL SERVICE
AGREEMENT No. OOA-IIIC-2425-CRSC


Brianna Lontajo, Principal Management Analyst 12/3/2024


Gregg Gu, Chief of Deputy County Counsel 11/27/2024

PROFESSIONAL SERVICES AGREEMENT
between the
RIVERSIDE COUNTY OFFICE ON AGING
and
COLORADO RIVER SENIOR CITIZENS
For
COORDINATION OF OLDER AMERICANS ACT- TITLE
III-B SENIOR CENTER STAFFING IN BLYTHE, CA



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-IIIB-2425-CRSC

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

AGREEMENT NO. OOA-IIIB-2425-CRSC	AMENDMENT NO. N/A	Purchasing Authority (If Applicable)
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1. This Agreement is entered into by and between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Colorado River Senior Citizens, a California nonprofit corporation

2. The term of this Agreement is:

START DATE

7/1/2024

THROUGH END DATE

6/30/2025

3. The maximum amount of this Agreement after this Amendment is:

\$ 85,000 Eighty-Five Thousand and 0/100 dollars

4. The parties mutually agree to this amendment 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	3 Pages
Exhibit B	Budget Detail, Payment Provisions, & Closeout	5 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/Supplier-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.)

Colorado River Senior Citizens, a California nonprofit corporation

CONTRACTOR BUSINESS ADDRESS

HCR 20, Box 3408

CITY

Blythe

STATE

CA

ZIP

92225

PRINTED NAME OF PERSON SIGNING

Deborah Kelly

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

Deborah Kelly

DATE SIGNED

COUNTY OF RIVERSIDE

CONTRACTING AGENCY NAME

Riverside County Office on Aging

CONTRACTING BUSINESS ADDRESS

3610 Central Avenue, Suite 102

CITY

Riverside

STATE

California

ZIP

92506

PRINTED NAME OF PERSON SIGNING

Chuck Washington

TITLE

Chair, Board of Supervisors

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Chuck Washington

DATE SIGNED

12/10/2024

COUNTY COUNSEL APPROVAL AS TO FORM

Can Saing

DATE SIGNED

ATTEST:
KIMBERLY A. RECTOR, Clerk

By *[Signature]*
DEPUTY

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 Colorado River Senior Citizens, hereinafter referred to as "SERVICE PROVIDER", a California nonprofit entity.

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

2. **PARTIES**

"Parties" shall refer to Colorado River Senior Citizens and Riverside County Office on Aging. Each individually is a "Party."

3. **POLICY**

Colorado River Senior Citizens 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 Colorado River Senior Citizens (CRSC).

- 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 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 Service 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 Service 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 Exhibit B, Attachment 2 – Budget Detail 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

RCCOA may terminate, in whole or in part, for cause the performance of work under this agreement. RCCOA 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 RCCOA 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.
- D. The State reserves the right to revise, waive, or modify the agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

17. **GENERAL INFORMATION**

- A. Service provider agrees to provide to the Riverside County Office on Aging (RCOoA) the services described herein Agreement number OOA-IIIB-2425-CRSC
- B. Services and operations shall be available Monday through Friday, 9:00AM-3:00

PM PST, at the service administration site located at 1 Hidden Valley Rd, Blythe, CA 92225

C. The services shall be performed in Service Area: 11

D. The program service representatives during the term of this Agreement will be:

Count Agency: Riverside County Office on Aging	Service Provider: Colorado River Senior Citizens (CRSC)
Name: Becky Priest, Program Specialist II (OAA Program Monitoring)	Name: Deborah Kelly, Director
Phone: (951) 867-3861	Phone: (760) 922-6133
Email: bkpriest@rivco.org	Email: 1989crsc@gmail.com

Direct fiscal inquiries to:

County Agency: Riverside County Office on Aging	Service Provider: Colorado River Senior Citizens (CRSC)
Name: Sainey Jallow, Senior Accountant (Invoices) Andres Prakasam-Trejos, Principal Accountant (Budgets)	Name: Deborah Kelly, Director
Phone: Sainey Jallow (951) 867-3800 Andres Prakasam-Trejos (951)867-3846	Phone: (760) 922-6133
Email: ooasubcontractorap@rivco.org	Email: 1989crsc@gmail.com

Direct contract inquiries to:

County Agency: Riverside County Office on Aging	Service Provider: Colorado River Senior Citizens (CRSC)
Name: Veronica Moon, Contracts & Grants Analyst	Name: Deborah Kelly, Director
Phone: (951) 840-5379	Phone: (760) 922-6133
Email: vmoon@rivco.org	Email: 1989crsc@gmail.com

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 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.
- 1.3 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.
- 1.4 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.
- 1.5 Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, with SERVICE PROVIDER to review and enhance collaboration.

2. SERVICE PROVIDER RESPONSIBILITIES

- 2.1 General Requirements for Title III B Services:
SERVICE PROVIDER shall adhere to the Title III B provisions and terms as outlined in the [Program Guide](#) and the Exhibit A – Scope of Services.
- 2.2 SERVICE PROVIDER shall provide a variety of services including, but not limited to: Senior Center Staffing, as defined in the Older Americans Act Performance System (OAAPS).
- 2.3 Eligible Service Population for Title III B: individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and

7638.7]

- 2.4 Provide services to the following Service Area(s): 11
 - Service Area 11: Blythe (Desert Center, Ripley, Mesa Verde)
- 2.5 Title III B Service Category Requirements
Title III B Senior Center Staffing (Service Area 11 only):
 - Assist with the operation of the multipurpose senior center by meeting all or part of the costs of compensating professional and technical personnel required for the operation of the center.
- 2.6 Provide translation assistance, as needed. Should translation services not be available, SERVICE PROVIDER may contact RCOoA for such services.
- 2.7 If applicable, SERVICE PROVIDER who work with elders or disabled adults are mandated reporters under state law and shall comply with the Welfare and Institution Code Section 15630, which requires the SERVICE PROVIDER to complete [Mandated Reporting Training](#).

3. **SECURITY AWARENESS TRAINING**

- 3.1 The SERVICE PROVIDERS employees, Subcontractors/Vendors, and volunteers handling PII must complete the required [Security Awareness Training module](#) located at <https://www.rcaging.org/vendor-resources> within thirty (30) days of the start date of the Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- 3.2 The Contractor must maintain certificates of completion on file and provide them to the COUNTY upon request.

4. **MONITORING AND EVALUATION**

- 4.1 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.

- 4.2 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.
- 4.3 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.
- 4.4 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.

5. **SINGLE AUDIT REPORTING REQUIREMENTS**

- 5.1 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 in aggregate \$85,000. The SERVICE PROVIDER shall be compensated for expenses, salaries and benefits only as itemized in the approved Budget below.

Term	Annual Reimbursable Amount
July 1, 2024 - June 30, 2025	\$85,000

B. **TERM PERIOD:** All tasks and work performed must be completed during the grant period of performance period from 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 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.

2. 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

3. **REPORTING SOFTWARE LICENSING**

3.1 SERVICE PROVIDER must inform ooa-data-assets@rivco.org of any software licenses not in use for staff who have departed from the organization or no longer in use within 24 hours of departure.

4. **EXPENDITURE OF FUNDS**

4.1 The SERVICE PROVIDER shall expend all funds received hereunder in accordance with Exhibit 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 SERVICE PROVIDER 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)**

6.1 If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

- i. Terminate the Agreement
- ii. Offer an Agreement amendment to the SERVICE PROVIDER to reflect the reduced funding for this Agreement.

6.2 In the event the COUNTY elects to offer an amendment, it shall be mutually understood by both parties that:

- i. The COUNTY reserves the right to determine which agreements, if any, under this program shall be reduced.
- ii. Some agreements may be reduced by a greater amount

- iii. The COUNTY shall determine at its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

7. **MATCH CONTRIBUTIONS**

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

- 9.1** 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.
- 9.2** 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. Once the contract package is approved, RCOoA will process a request for funds from the California Department of Aging (CDA). RCOoA will process a check to the SERVICE PROVIDER as soon as payment is received from CDA.
- 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.

Riverside County Office on Aging
 # OOA-IIIB-2425-CRSC

**EXHIBIT B, ATTACHMENT 1
 BUDGET DISPLAY**

County of Riverside Department of the Office on Aging										Contract ID # OOA-IIIB-2425-CRSC		
SUPPORTIVE SERVICES PROGRAM Exhibit B-1 - BUDGET DISPLAY Fiscal Year 2024-25 Colorado River Senior Center 12 months (July 1, 2024 - June 30, 2025)										Upd Date: 7/25/2024		
										Amendment # Page 1 of 1		
Program	Fund Type	CFDA#	Project/Grant Number(s)	Unit Measure	# of Units	Unit Rate	Baseline	Notes	Adjustments	Transfers	One-Time Only	Updated Total
Senior Center Staffing	Federal Area Plan	93.044	OA20243FY25S	NA	NA	NA	\$ 85,000	(a), (b)	\$ -	\$ -	\$ -	\$ 85,000
	Total Federal Area Plan				0		\$ 85,000		\$ -	\$ -	\$ -	\$ 85,000
Funding Summary	Federal Funds						\$ 85,000		\$ -	\$ -	\$ -	\$ 85,000
All Funds	Grand Total - All Funds						\$ 85,000		\$ -	\$ -	\$ -	\$ 85,000

(a) Federal fund must be expended by 8/30/25 and final expenditures reported on closeout by 7/15/25.
 (b) AP (Area Plan) IIB, IIIC1, IIIC2 have a 10% matching requirement.

EXHIBIT B, ATTACHMENT 2

BUDGET DETAIL

County of Riverside
 Department of the Office on Aging

Contract ID #: OOA-IIIB-2425-CRSC
 Date: 7/1/2024
 Amendment #: Page 1 of 1

SENIOR SUPPORTIVE SERVICES
 Exhibit C - SERVICE PROVIDER BUDGET DETAIL
 Fiscal Year 2024-25
 Colorado River Senior Center
 12 months (07.01.24 - 06.30.25)

Total Contracted Amount: \$ 85,000.00
 Match Requirement: \$ 9,443.50

Service	IIIB			Total
	OoA	In-Kind Match	Cash Match	
Expected Service Units:				
Expenditure Category:				
1	Paid Personnel:			
	Total Salaries/Wages	\$78,680.08		\$78,680.08
	Payroll Taxes	\$6,018.72		\$6,018.72
	Workers' Compensation			\$0.00
	Other Benefits	N/A		\$0.00
	Total Paid Personnel:			\$84,698.80
	Third-Party In-Kind Personnel		\$5,000.00	\$90,717.52
Total Personnel		\$84,698.80	\$5,000.00	\$89,698.80
2	Travel & Training:			
	Travel			\$0.00
	Training			\$0.00
Total Travel & Training		\$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
4	Direct Expenses:			
	Consultants			\$0.00
	Lease/Rent		\$4,443.50	\$4,443.50
	Other Expenses: Mileage			\$0.00
	Utilities			\$0.00
	Office Expense			\$0.00
	Vehicle Operations and Maintenance			\$0.00
	Outside Services			\$0.00
	Meal Services Supplies			\$0.00
	Accounting			\$0.00
	Audit			\$0.00
	Volunteer Expense			\$0.00
	Insurance	\$301.20		\$301.20
	Subcontracted Direct Service Costs			\$0.00
	Miscellaneous			\$0.00
Total Direct Expenses		\$301.20	\$4,443.50	\$4,744.70
5	Indirect Costs (Maximum 10% of Total)			\$0.00
Total Expenditures (add lines 1-5)		\$85,000.00	\$9,443.50	\$94,443.50
Revenue Sources:				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Revenue		\$0.00	\$0.00	\$0.00

Submitted by (subcontractor):
 Deborah Kelly
 PRINT

Approved by (OoA):
 Andres Prakasam-Trejos
 PRINT

Deborah Kelly 10/25/24
 Signature Date

Andres Prakasam-Trejos 10/15/2024
 Signature Date

**EXHIBIT C
COMMUNITY FOCAL POINTS LIST**

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,

Riverside County Office on Aging
OOA-IIIB-2425-CRSC

	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 92247
La Sierra Senior Center	5215 La Sierra Ave., Riverside, CA 92505
Lake Elsinore Senior Activity Center	420 E. Lakeshore Dr., Lake Elsinore, CA 92530
The LGBTQ Community Center of the Desert	1301 N. Palm Canyon Dr., Palm Springs, CA 92262
Marion V. Ashley Community Center	25625 Briggs Rd., Menifee, CA 92585
Mary Phillips Senior Center	41845 Sixth St., Temecula, CA 92590
Mecca Community Center (Desert Recreation District)	65-250 Coahuilla St., Mecca, CA 92254
Mizell Center	480 S. Sunrise Way, Palm Springs, CA 92262
Moreno Valley Senior Center	25075 Fir Ave., Moreno Valley, CA 92553
Morongo Community Center	13000 Malki Rd., Banning, CA 92220
Moses Schaffer Community Center	21565 Steele Peak Dr., Perris, CA 92570
Murrieta Senior Center	5 Town Square, Murrieta, CA 92562
North Shore Beach & Yacht Club (Desert Recreation District)	99155 Sea View Dr., Mecca, CA 92254
Norton Younglove Community Center – Riverside	459 Center St., Riverside, CA 92507
Norton Younglove Community Center – Calimesa	908 Park St., Calimesa, CA 92320
Perris Senior Center	100 N. D St., Perris, CA 92570
Riverside-San Bernardino County Indian Health	11555 ½ Potrero Rd., Banning, CA 92220
Rose M. Eldredge Senior Center/ Norco Senior Center	2690 Clark Ave., Norco, CA 92860
Ruth H. Lewis Community Center at Reid Park	701 N. Orange St., Riverside, CA 92501
San Jacinto Community Center	625 S. Pico Ave., San Jacinto, CA 92583

Riverside County Office on Aging
OOA-IIIB-2425-CRSC

Silver Feather Hall (Pechanga Band of Luiseño Indians)	P.O. Box 1477, Temecula, CA 92593
Stratton Community Center at Bordwell Park	2008 Martin Luther King Blvd., Riverside, CA 92507
Temecula WIC	41002 County Center Dr. B, Temecula, CA 92591
Torres Martinez Senior Center (Torres Martinez Desert Cahuilla Indians)	66-725 Martinez Rd., Thermal, CA 92274
Ysmael Villegas Community Center	3091 Esperanza St., Riverside, CA 92504








OOA-IIIB-2425-CRSC Subgrantee Agreement

Final Audit Report

2024-11-18

Created:	2024-11-14
By:	Veronica Moon (vmoon@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhxoSpLFu9N207kFDmQfsELT7N5KwP61h

"OOA-IIIB-2425-CRSC Subgrantee Agreement" History

-  Document created by Veronica Moon (vmoon@rivco.org)
2024-11-14 - 10:07:06 PM GMT
-  Document emailed to Deborah Kelly (1989crsc@gmail.com) for signature
2024-11-14 - 10:07:14 PM GMT
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-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2024-11-18 - 4:35:24 PM GMT - Time Source: server

 **Adobe Acrobat Sign**



Date: Wednesday, November 6, 2024
From: Jewel Lee, Director of the Riverside County Office on Aging
To: Board of Supervisors/Purchasing Agent
Via: Veronica Moon, Contracts and Grants Analyst
Subject: Request for Single Source Procurement of Colorado River Senior Citizens (Title III-B Services – Senior Center Staffing) in Blythe, CA

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: Colorado River Senior Citizens, a California Nonprofit Corporation, dba Colorado River Senior Center
2. Supplier ID: 0000046713

a. Describe the goods/service being requested:

Colorado River Senior Citizens (CRSC) stands as the central senior center in Blythe, CA and has been providing services to the Riverside County Office on Aging (RCOoA) for several years, specifically providing staffing for the senior center in Blythe, CA. The senior center provides a variety of social and recreational activities for adults aged 60 and over.

CRSC has been the sole provider for Senior Center Staffing who assist with the operation of the multipurpose senior center by meeting part of the costs of compensating professional and technical personnel required for the operation of the center. The Senior Citizens Center provides a variety of Title IIIB services including social and recreational activities. This partnership ultimately ensures that

seniors in Blythe, CA receive essential services that promote their well-being and quality of life, particularly in an underserved community.

Given the unique challenges posed by the rural nature of Blythe, it is imperative for the county to continue supporting senior center staffing for the CRSC senior center. By doing so, we affirm our commitment to the welfare of all residents, irrespective of their geographic location.

- b. Explain the unique features of the goods/services being requested from this supplier:

The current workflow that Colorado River Senior Citizens (CRSC) has in place provides the most efficient, cost effective and timely avenue for service. The rural nature of Blythe's demographic presents unique challenges for vendors, including staffing. CRSC has addressed these obstacles by implementing tailored solutions and creating community-based support systems. By understanding and adapting to the specific needs of rural communities, CRSC has successfully bridged the gap in attaining quality professionals within a difficult to staff demographic.

CRSC staffing includes the Executive Director's salary and responsibilities to maintain the center, ensuring operations run smoothly. CRSC has been operating the center by meeting part of the costs of compensating professional and technical personnel required for maintenance of the center. The center offers a wide range of activities designed to enhance the social, recreational, and overall well-being of seniors. Through this partnership, the seniors in Blythe, CA, benefit from a variety of coordinated programs and services that support their health, engagement, and quality of life – particularly valuable in an underserved community. These activities foster connections, promote wellness, and create a supportive environment for the local senior population. Having this infrastructure already intact allows CRSC to begin services immediately, meeting the needs of the older adult community.

- 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 Title funds. 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 services 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.

Providing services in Blythe, CA presents its own set of unique challenges due to the area's geographic isolation and limited availability of resources. It is essential for RCOoA to continue supporting staffing efforts at the CRSC senior center.

- d. Provide details on any cost benefits/discounts.

The price stability of the CRSC agreement over the past four (4) years is indeed reflective of the value and cost-effectiveness that CRSC has consistently delivered to our department. The rate/fee charged by CRSC remains within the industry standards for services.

Contracting for Title IIIB, Senior Center Staffing, in FY23/24 CRSC provided 1,562 hours of center staffing support to the senior center. Staffing support is necessary due to the Executive Director's specialized expertise and essential role in overseeing the center's daily operations, which include managing nutrition programs, maintenance, janitorial services, and insurance requirements. The Executive Director ensures the smooth operation of meal programs for homebound and isolated seniors while also coordinating with RCOoA's Blythe Community Center. The \$61k salary supports the Director's responsibilities, while the additional \$24k is allocated for maintenance, janitorial services, and insurance, all key components to sustaining the center's programs and ensuring compliance with health and safety standards. The number of seniors who contact CRSC for services at the center could vary from 10-50 clients.

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-B Senior Center Staffing Services in Blythe, CA. However, zero proposals were received to support Title IIIB Senior Center Staffing services in Blythe, CA. As one of the central hubs for senior services in the community, CRSC has been a trusted provider for several years, offering critical support to the senior community.

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? _____

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 340,000

Aggregate Amount \$ _____

Melissa Curtis

Purchasing Agent Signature

11/8/2024

Date

25-085

Tracking Number
(Reference on Purchasing Documents)






CRSC_IIB_SSJ

Final Audit Report

2024-11-06

Created:	2024-11-06
By:	Veronica Moon (vmoon@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAk6bkC4JYGd6CA_jch_9V-qFI05KE0KSz

"CRSC_IIB_SSJ" History

-  Document created by Veronica Moon (vmoon@rivco.org)
2024-11-06 - 4:10:07 PM GMT
-  Document emailed to Jewel Lee (jelee@rivco.org) for signature
2024-11-06 - 4:10:11 PM GMT
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-  Document e-signed by Jewel Lee (jelee@rivco.org)
Signature Date: 2024-11-06 - 5:00:01 PM GMT - Time Source: server
-  Agreement completed.
2024-11-06 - 5:00:01 PM GMT



Date: Wednesday, October 30, 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 III C-2 Home Delivered Meals in Blythe, CA

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: Colorado River Senior Citizens, a California Nonprofit Corporation, dba Colorado River Senior Center
2. Supplier ID: 0000046713

a. Describe the goods/service being requested:

Colorado River Senior Citizens (CRSC) stands as the central senior center in Blythe, CA and has been providing services to the Riverside County Office on Aging (RCOoA) for several years, specifically home delivered meals to homebound adults aged 60 and over, and adults with a disabilities. In the rural landscape of Blythe, CA where resources are scarce and access to vital services is limited, CRSC has been a key partner in administering the Title III C-2 Home Delivered Meals Program. CRSC operate the following:

Title III 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.

This Nutrition Program help older adults maintain better health through proper nutrition, provide critical links to supportive services, and reduce isolation, particularly in underserved rural communities of Blythe, CA.

- b. Explain the unique features of the goods/services being requested from this supplier:

Colorado River Senior Citizens (CRSC) provides essential nutrition services, ensuring that individuals aged 60 and older who are homebound receive nutritious meals, along with risk screenings and nutrition education. Currently, CRSC provides nutritional services to a minimum of 10-15 home-bound clients weekly. The existing relationships and workflow that CRSC has established offers the most efficient, cost-effective, and timely means of delivering meals to our homebound clients. Maintaining this infrastructure enables CRSC to begin services immediately, filling a critical gap in an underserved community and addressing the nutritional needs of older adults.

The services being requested through this SSJ is as follows:

Title III 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.

This Nutrition Program help older adults maintain better health through proper nutrition, provide critical links to supportive services, and reduce isolation, particularly in underserved rural communities of Blythe, CA.

- 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 Title III C-2 funds for 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.

Providing services in Blythe presents its own set of unique challenges due to the area's geographic isolation and limited availability of resources. It is essential for RCOoA to continue supporting the nutritional services provided by CRSC. By doing so, we reaffirm our commitment to the welfare and well-being of all residents in this underserved region, ensuring vital resources reach those who need them most.

- d. Provide details on any cost benefits/discounts.

Efficiency and cost savings are achieved through expertise CRSC has in its familiarity with the residents, local products, services, and the relationships CRSC has established with local food/grocery vendors to serve the vulnerable communities of Blythe, CA.. The price stability of the CRSC agreement over the past four (4) years is indeed reflective of the value and cost-effectiveness that CRSC has consistently delivered to RCOoA. CRSC provides nutritional services to a minimum of 10-15 home-bound clients weekly. The \$9 per meal rate charged by CRSC remains competitive within the industry standards for nutrition services. 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-2 Home-Delivered Meals Nutrition Services. However, zero proposals were received to support Title III C-2 Home-Delivered Meal services in Blythe, CA. Colorado River Senior Citizens (CRSC) is the leading and most established senior center in Blythe, CA., and one of the central hubs for senior services in the community. CRSC has been a trusted provider for several years, offering critical support to the senior community.

- 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# 24-0019 No

a. What was the total annual and aggregate amount? \$1,176,120

The previously approved SSJ for this supplier is primarily for services under the Title III C-1 service category, a nutrition services for older individuals in a congregate setting. The supplier under SSJ # 24-0019 provides approximately 150 daily hot meals to OOA's community center in Blythe, CA to support OOA's Senior Congregate Program. This program is for a separate contract with a different budget and expenditure deadline.

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 <u>24/25</u>	FY <u>25/26</u>	FY <u>26/27</u>	FY <u>27/28</u>	Total
Title III-C2 Program Costs:	\$65,700	\$65,700	\$65,700	\$65,700	
Other Costs:					
Total Costs	\$65,700	\$65,700	\$65,700	\$65,700	\$262,800

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: _____

Number of renewal options: 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

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

7. Projected Board of Supervisor Date (if applicable): 12/3/2024

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



Department Head Signature
(Executive Level Designee)

10/30/2024

Date

PCS Reviewed:

Cynthia Murcio
Print Name

Cynthia Murcio
Signature

10/30/2024
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 \$ 262,800

Aggregate Amount \$ _____

Melissa Curtis
Purchasing Agent Signature

11/5/2024
Date

25-080
Tracking Number
(Reference on Purchasing Documents)



Colorado River SSJ for Title IIIC-2

Final Audit Report

2024-10-30

Created:	2024-10-30
By:	Cindy Ramos-Corner (circorner@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1h65inerLTJMfuYlt4ZCMgi7Y_Jvp54Q

"Colorado River SSJ for Title IIIC-2" History

-  Document created by Cindy Ramos-Corner (circorner@rivco.org)
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-  Document emailed to Jewel Lee (jelee@rivco.org) for signature
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-  Email viewed by Jewel Lee (jelee@rivco.org)
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-  Document e-signed by Jewel Lee (jelee@rivco.org)
Signature Date: 2024-10-30 - 9:36:39 PM GMT - Time Source: server
-  Agreement completed.
2024-10-30 - 9:36:39 PM GMT

PROFESSIONAL SERVICES AGREEMENT

between the

RIVERSIDE COUNTY OFFICE ON AGING

and

COLORADO RIVER SENIOR CITIZENS

for

Coordination of the Older Americans Act – Title III-C2
Nutrition Services to Residents of Riverside County



Aging in Motion

RIVERSIDE COUNTY
OFFICE ON AGING

3610 Central #102 Riverside CA 92506

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-CRSC

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

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

1. This Agreement is entered into by and between the Contracting Agency and the Contractor named below.
 CONTRACTING AGENCY NAME
 County of Riverside, a political subdivision of the State of California, on behalf of Riverside County Office on Aging
 CONTRACTOR NAME
 Colorado River Senior Citizens, a California nonprofit corporation

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

3. The maximum annual amount of this Agreement is:
 \$ 65,700 SIXTY-FIVE THOUSAND SEVEN HUNDRED and 0/100 dollars

4. 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	2 pages

Items shown with an asterisk (*) (if any), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.rcaging.org/ 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 (j) 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.)
 Colorado River Senior Citizens, a California nonprofit corporation

CONTRACTOR BUSINESS ADDRESS HCR 20, Box 3408	CITY Blythe	STATE CA	ZIP 92225
PRINTED NAME OF PERSON SIGNING Deborah Kelly	TITLE Executive Director		
CONTRACTOR AUTHORIZED SIGNATURE <i>Deborah Kelly</i>	DATE SIGNED 11/14/2024		

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 <i>Chuck Washington</i>	DATE SIGNED 12/10/2024		
COUNTY COUNSEL APPROVAL AS TO FORM <i>Sean Saing</i>	DATE SIGNED 11/18/2024		

ATTEST:
KIMBERLY A. RECTOR, Clerk

By *Sherry J. [Signature]*
DEPUTY

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 Colorado River Senior Citizens, 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 Colorado River Senior Citizens and Riverside County Office on Aging. Each individually is a "Party."

3. POLICY

Colorado River Senior Citizens 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 Colorado River Senior Citizens (CRSC).

- 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.
- D. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature

or as directed by the Executive Branch of State government.

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-CRSC**
- B. Services shall be available Monday through Friday, 9:00 AM - 3:00 PM PST, or as requested. Any changes to the service timeframes must receive prior written approval from RCOoA and/or.
- C. Service administration site located at **1 Hidden Valley Rd, Blythe, CA 92225**
- D. The services shall be performed in Service Area(s): **11**
- E. The program representatives during the term of this Agreement are as follows:

County Agency:	Riverside County Office on Aging	Service Provider:	Colorado River Senior Citizens
Name:	Maricruz Carrillo, Supervising Nutritionist (Nutrition Services) Jared Katchmar, Sr. Program Specialist (Monitoring) Angelica Lemus, HelpLink Supervisor (Program Liaison)	Name:	Deborah Kelly, Executive Director
Phone:	(877) 932-4100	Phone:	(760) 922-6133
Email:	mcarrillo@rivco.org jkatchmar@rivco.org alemus@rivco.org	Email:	1989crsc@gmail.com

Direct only Fiscal inquiries to:

County Agency:	Riverside County Office on Aging	Service Provider:	Colorado River Senior Citizens
Name:	Alejandro Rodriguez (Invoices/Budget/Closeouts) Andres Prakasam-Trejos (Principal Accountant)	Name:	Deborah Kelly, Executive Director
Phone:	(951) 867-3923	Phone:	(760) 922-6133
Email:	ooasubcontractorap@rivco.org	Email:	1989crsc@gmail.com

Direct only Contract inquiries to:

County Agency:	Riverside County Office on Aging	Service Provider:	Colorado River Senior Citizens
Name:	Cindy Ramos-Corner, Contracts & Grants Analyst	Name:	Deborah Kelly, Executive Director
Phone:	(951) 870-3237	Phone:	(760) 922-6133

Email:	circorner@rivco.org ooacontracts@rivco.org	Email:	1989crsc@gmail.com
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The Parties may change their representatives upon providing ten days written notice to the other party. Said changes shall 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 III-C 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 Riverside County Office on Aging.

1. **Nutrition Goals and Objectives:** The goals of the Elderly 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-2 Home Delivered Meal 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.

3. Title IIIC-2 General Program Requirements

- a. Coordinate and facilitate with the RCOoA liaison to ensure that direct service delivery to clients is provided within one (1) to three (3) business days of receiving the referral. If this timeframe cannot be met, the RCOoA liaison must be informed of any anticipated delays.
- 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. Collaboration with RCOoA Registered Dietitian (RD) or qualified staff to conduct quarterly kitchen inspection and 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, or as requested, and provide correction within three (3) business days after correction notice from RCOoA RD, to ensure the dietary guidelines are being met. Additionally, submit updated menus for the RCOoA RD's approval if any changes occur.
- 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](#).

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- g. Provide a home-delivered meal five (5) or more days per week. If the number of delivery days and/or meals is reduced or increased, 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 11:30 AM PST and 12:30 PM PST, Monday through Friday, and/or as requested and approved by both Parties. Any changes to the service timeframes must receive prior written approval from RCOoA and/or CDA.
- 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. In collaboration with RCOoA Registered Dietitian (RD), 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 who have access to client data must undergo a thorough background check as outlined in the Program Guide Section 3.11.7 Background Checks, before being granted access to any RCOoA client data.
- n. Provide translation assistance, as needed. Should translation services not be available, SERVICE PROVIDER may contact RCOoA for such services.
- o. Enter required program data into RCOoA's reporting database. Data must be timely, complete, accurate, and verifiable.
- p. 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.
- q. 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/>.

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- r. SERVICE PROVIDER who work with elders or disabled adults are mandated reporters under state law and shall comply with the Welfare and Institution Code Section 15630, which requires the SERVICE PROVIDER to complete [Mandated Reporting Training](#).
- s. Ensure all volunteers responsible for the delivery and handling of meals to Clients must undergo a thorough screening process.
- 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. Cooperate with RCOoA in the implementation, monitoring and evaluation of this Agreement and comply with all reporting requirements as stated in the [Program Guide](#).
- o. Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, to review and enhance collaboration.
- p. In collaboration with RCOoA Registered Dietitian (RD), provide at least 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. All services shall be delivered in accordance with the applicable guidelines and standards provided below:

Nutrition Education (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.
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- 4. **Service Areas:** Provide services to the following:
 - **Service Area 11:** Blythe (Desert Center, Ripley, Mesa Verde)

*Special requests for delivery meals not located in the service areas listed above may be approved and negotiated by both Parties

5. **QUARTERLY ASSESSMENTS**

SERVICE PROVIDER shall:

5.1 Complete initial assessments for all new C-2 clients within 2 (two) weeks of the start of service.

a) The CCR 7638.3(a)(2) requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home delivered by the provider, the initial assessment must be conducted in the home.

5.2 Complete quarterly eligibility reassessments for all C-2 clients.

a) The CCR 7638.3(a)(4) requirement for **quarterly eligibility reassessments** to be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

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

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

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

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

6. WAIT LIST

6.1 In coordination with RCOoA, establish a waiting 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.**

7. PUBLICATIONS

7.1 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.

7.2 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.

8. REPORTING REQUIREMENTS

8.1 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
- C-2 routes containing cities and zip codes

8.2 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)

Required Demographics data includes, but is not limited to, the following:

• Sex at Birth	• Gender
• Sexual Orientation	• Race
• Ethnicity	• Living Arrangement
• Rural Status	• Poverty Status
• Relationship Status	• Employment Status
• Veteran	• Spouse of Veteran
• Veteran/Spouse Date of Consent	• Language English Fluency
• Date of Birth	•

8.3 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-2 Home Delivered Meals – 1 Meal Per Participant
2. Nutrition Education (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.

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

Quarter	Reporting Period	Due Date
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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

8.5 SERVICE PROVIDER shall notify RCOoA within 24 hours at ooa-data-assets@rivco.org when a software license is no longer required or in use. This will allow RCOoA to promptly deactivate the license.

8.6 SERVICE PROVIDER shall disenroll C2 clients in the RCOoA Reporting System if they are no longer in need of the service. Disenrollments shall be communicated to RCOoA liaison.

9. SECURITY AWARENESS TRAINING

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

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

10. MONITORING AND EVALUATION

10.1 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.

10.2 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.

10.3 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.

10.4 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.

11. SINGLE AUDIT REPORTING REQUIREMENTS

11.1 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

A. MAXIMUM REIMBURSABLE AMOUNT: Total payment under this Agreement shall not exceed SIXTY-FIVE THOUSAND SEVEN HUNDRED (\$65,700). 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	\$65,700

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-2 Home Delivered Meals	1 Meal
Title III C-2 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)

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

7. MATCH CONTRIBUTIONS

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

9.1 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.

9.2 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.

Riverside County Office on Aging
 # OOA-IIIC-2425-CRSC

EXHIBIT B, ATTACHMENT 1

BUDGET DISPLAY

County of Riverside Department of the Office on Aging											Contract ID # OOA-IIIC-2425-CRSC	
											Upd Date 9/24/2024	
ELDERLY NUTRITION SUPPORT PROGRAM											Amendment # N/A	
Exhibit B, Attachment 1 - BUDGET DISPLAY											Page 1 of 1	
Fiscal Year 2024-25												
Colorado River Senior Center												
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
Home-Delivered Meals C2	State General Fund AP		OA42102FY25S	1 Meal	7,300	\$ 9.00	\$ 65,700	(a)	\$ -	\$ -	\$ -	65,700
					0	\$ -	\$ -		\$ -	\$ -	\$ -	-
Total Home-Delivered Meals					7,300		\$ 65,700		\$ -	\$ -	\$ -	65,700
Funding Summary												
Federal							\$ 65,700		\$ -	\$ -	\$ -	65,700
State												
All Funds							\$ 65,700		\$ -	\$ -	\$ -	65,700
(a) Funds must be expended by 6/30/25 and final expenditures reported on closeout by 7/15/25												

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

EXHIBIT B, ATTACHMENT 2

BUDGET DETAIL

County of Riverside
Department of the Office on Aging

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

Senior Nutrition Program
Exhibit B, Attachment 2 - SERVICE PROVIDER BUDGET DETAIL
Fiscal Year 2024-25
Colorado River Senior Center
12 months (7/1/24 - 6/30/25)

Amendment #:
Page 1 of 1

Total Contracted Amount: \$ 65,700.00
Match Requirement: \$ -

Service					Home-Delivered Meals			Total
Expected Service Units:								
Expenditure Category:		OoA	In-Kind Match	Cash Match	OoA	In-Kind Match	Cash Match	
1	Paid Personnel:							
	Total Salaries/Wages				\$18,050.00			\$18,050.00
	Payroll Taxes							\$0.00
	Workers' Compensation							\$0.00
	Other Benefits							\$0.00
	Total Paid Personnel:	\$0.00			\$18,050.00	\$0.00	0	\$18,050.00
	Third-Party In-Kind Personnel							
	Total Personnel	\$0.00	\$0.00	\$0.00	\$18,050.00	\$0.00	\$0.00	\$18,050.00
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
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
4	Direct Expenses:							
	Consultants				\$4,320.00			\$4,320.00
	Lease/Rent							\$0.00
	Catered Food							\$0.00
	Raw Food				\$32,120.00			\$32,120.00
	Nutrition Education							\$0.00
	Other Expenses:							\$0.00
	Utilities				\$6,210.00			\$6,210.00
	Office Expense							\$0.00
	Vehicle Operations and Maintenance				\$5,000.00			\$5,000.00
	Outside Services							\$0.00
	Meal Services Supplies							\$0.00
	Accounting							\$0.00
	Audit							\$0.00
	Volunteer Expense							\$0.00
	Insurance							\$0.00
	Subcontracted Direct Service Costs							\$0.00
	Miscellaneous							\$0.00
	Total Direct Expenses	\$0.00	\$0.00	\$0.00	\$47,650.00	\$0.00	\$0.00	\$47,650.00
5	Indirect Costs (Maximum 10% of Total)							\$0.00
	Total Expenditures (add lines 1-5)	\$0.00	\$0.00	\$0.00	\$65,700.00	\$0.00	\$0.00	\$65,700.00
Revenue Sources:		OoA	In-Kind Match	Cash Match	OoA	In-Kind Match	Cash Match	Total
	Riverside County Office on Aging				\$65,700.00			\$65,700.00
								\$0.00
								\$0.00
								\$0.00
	Total Revenue	\$0.00	\$0.00	\$0.00	\$65,700.00	\$0.00	\$0.00	\$65,700.00

Submitted by (subcontractor):

Deborah Kelly

PRINT

Deborah Kelly

Signature

11/14/2024

Date

Approved by (OoA):

Andres Prakasam-Trejos

PRINT

Date

Andres Prakasam-Trejos

Andres Prakasam-Trejos (Nov 14, 2024 15:21 PST)

Signature

Date

11/14/2024

**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

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

	92247
La Sierra Senior Center	5215 La Sierra Ave., Riverside, CA 92505
Lake Elsinore Senior Activity Center	420 E. Lakeshore Dr., Lake Elsinore, CA 92530
The LGBTQ Community Center of the Desert	1301 N. Palm Canyon Dr., Palm Springs, CA 92262
Marion V. Ashley Community Center	25625 Briggs Rd., Menifee, CA 92585
Mary Phillips Senior Center	41845 Sixth St., Temecula, CA 92590
Mecca Community Center (Desert Recreation District)	65-250 Coahuilla St., Mecca, CA 92254
Mizell Center	480 S. Sunrise Way, Palm Springs, CA 92262
Moreno Valley Senior Center	25075 Fir Ave., Moreno Valley, CA 92553
Morongo Community Center	13000 Malki Rd., Banning, CA 92220
Moses Schaffer Community Center	21565 Steele Peak Dr., Perris, CA 92570
Murrieta Senior Center	5 Town Square, Murrieta, CA 92562
North Shore Beach & Yacht Club (Desert Recreation District)	99155 Sea View Dr., Mecca, CA 92254
Norton Younglove Community Center – Riverside	459 Center St., Riverside, CA 92507
Norton Younglove Community Center – Calimesa	908 Park St., Calimesa, CA 92320
Perris Senior Center	100 N. D St., Perris, CA 92570
Riverside-San Bernardino County Indian Health	11555 ½ Potrero Rd., Banning, CA 92220
Rose M. Eldredge Senior Center/ Norco Senior Center	2690 Clark Ave., Norco, CA 92860
Ruth H. Lewis Community Center at Reid Park	701 N. Orange St., Riverside, CA 92501
San Jacinto Community Center	625 S. Pico Ave., San Jacinto, CA 92583
Silver Feather Hall (Pechanga Band of Luiseño Indians)	P.O. Box 1477, Temecula, CA 92593
Stratton Community Center at Bordwell Park	2008 Martin Luther King Blvd., Riverside, CA 92507
Temecula WIC	41002 County Center Dr. B, Temecula, CA 92591
Torres Martinez Senior Center (Torres Martinez Desert Cahuilla Indians)	66-725 Martinez Rd., Thermal, CA 92274
Ysmael Villegas Community Center	3091 Esperanza St., Riverside, CA 92504











OOA-IIIC-2425-CRSC_Subgrantee Agreement (11.14.2024) - AATF

Final Audit Report

2024-11-18

Created:	2024-11-14
By:	Cindy Ramos-Corner (circorner@rivco.org)
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