

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



ITEM: 3.27
(ID # 27966)

MEETING DATE:
Tuesday, June 24, 2025

FROM : OFFICE ON AGING

SUBJECT: OFFICE ON AGING: Approve Subgrantee Agreement Template (Attachment A) for coordination of Older Americans Act Services Title IIIB, Title IIIC, Title IIIE, Title VII, Health Insurance Counseling and Advocacy Program (HICAP) and Medicare Improvements for Patients and Providers Act (MIPPA) Programs, for the period of July 1, 2024 – August 31, 2029. All Districts; [Total Cost: \$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Subgrantee Agreement Template (Attachment A), substantially to form, for use with qualified service providers that have been selected from a competitive bidding process in amounts that do not exceed the aggregate approved allocated amount of the California Department of Aging (CDA) Older Americans Act Title III and Title VII Programs funds, and consistent with the CDA funding requirements, and as approved as to form by County Counsel, through June 30, 2029;

Continued on page 2

ACTION:Policy

Jewel Lee, Director of Office on Aging

6/5/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 24, 2025
xc: OoA

Kimberly A. Rector
Clerk of the Board
By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Subgrantee Agreement Template (Attachment A), substantially to form, for use with qualified HICAP service providers that have been selected from a competitive bidding process in amounts that do not exceed the aggregate approved allocated amount of CDA HICAP Programs funds, and consistent with the CDA funding requirements, and as approved as to form by County Counsel, through March 31, 2029;
3. Approve the Subgrantee Agreement Template (Attachment A), substantially to form, for use with qualified MIPPA service providers that have been selected from a competitive bidding process in amounts that do not exceed the aggregate approved allocated amount of CDA MIPPA Programs funds, and consistent with the CDA funding requirements, and as approved as to form by County Counsel, through August 31, 2029.
4. Authorize the Riverside County Office on Aging (RCOoA) Director, or designee, to administer the Title III, Title VII, HICAP, and MIPPA Subgrantee Agreements and sign amendments, as approved as to form by County Counsel, that (a) make modifications to the scope of work and/or terms and conditions as required by CDA and (b) make changes to the compensation provisions that stay within the intent of the funding requirements; and
5. Adopt Resolution No. 2025-126, approving the authorization for the RCOoA Director, or Designee, to be charged with the responsibility of administering and implementing the Title III and Title VII Programs for the duration of the resolution to:
 - a. Accept funding annually through August 31, 2029; and,
 - b. Execute CDA agreements and subgrantee agreements, as approved as to form by County Counsel, as a result of receiving current and additional funds; and,
 - c. Sign CDA amendments, subgrantee amendments, as approved as to form by County Counsel, that (a) make modifications to the scope of work that stay within the intent of the CDA Agreement and (b) make changes to the compensation provisions that do not exceed the total allocation of the subgrantee agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 25/26 -28/29	

C.E.O. RECOMMENDATION: Approve

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

BACKGROUND:

Summary

The Riverside County Office on Aging (RCOoA) entered into an agreement with the California Department of Aging (CDA) to administer the funds, services and activities mandated by Title IIIB, Title IIIC, Title IIIE, Title VII, of the Older Americans Act on June 25, 2024 item 3.39 ID#25261. The Office on Aging administers programs in support of the Older Americans Act, including a range of supportive services such as but not limited to:

- Title IIIB – Adult day care, personal care, home maker services, transportation, legal, senior center activities.
- Title IIIC - Congregate and home-delivered nutrition.
- Title IIIE - Family caregiver support program.
- Title VII - Elder abuse prevention and long-term care ombudsman services.
- Medicare Improvements for Patients and Providers Act (MIPPA): MIPPA provides funding to help Medicare beneficiaries apply for two valuable benefits: the Low-Income Subsidy "Extra Help" (LIS/Extra Help); and the Medicare Savings Program (MSP).
- Health Insurance Counseling and Advocacy Program (HICAP): Provides services for Medicare beneficiaries and community education throughout the County of Riverside. RCOoA received authorization to administer HICAP program funds through March 18, 2025 item 3.22 ID#27207.

These programs are made available countywide to older individuals and people with disabilities aged 60 years of age and older. CDA is currently transitioning program funds under the AAA-2425 State MOU. This consolidation will allow CDA to directly allocate funding received through the Older Americans Act to AAAs, eliminating the need for annual contracts or amendments with the state. When the AAA-2425 MOU was originally approved by the Board of Supervisors 6/25/24 (MT#25261 Item 3.39), it did not include the HICAP and MIPPA programs. However, beginning in FY 2025–2026, funding for these two programs will be incorporated under the AAA-2425 umbrella. As a result, the Office on Aging is requesting the use of a single subgrantee contract template for all programs moving forward. The use of the Subgrantee Agreement Template (Attachment A) will enhance the contracting process and streamline the partnerships with the Older Americans Act contracted service providers.

Impact on Residents and Businesses

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

Additional Fiscal Information

There is no impact on the county general fund.

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

Contract History and Price Reasonableness

RCOoA is required to conduct competitive bidding for the services required by the Older Americans Act (OOA) to identify qualified service providers. On January 9, 2024, we released a Request for Proposal (RFP) OAARC-0026 seeking proposals from qualified service vendors to administer Title III and Title VII services to people aged sixty (60) years or older who are frail or homebound due to illness or disability, or who are otherwise isolated, to help bridge the gap between service demand and available resources.

In addition, on January 9, 2024, we released RFP #OAARC-0027 seeking proposals from qualified service providers to administer HICAP and MIPPA for the County of Riverside's Office on Aging.

ATTACHMENT:

ATTACHMENT A. SUBGRANTEE AGREEMENT TEMPLATE

ATTACHMENT B. RESOLUTION NO. 2025-126

ATTACHMENT C. SERVICE PROVIDERS



Stacey Pena, EO Management Analyst 6/17/2025



Gregg Gu, Chief of Deputy County Counsel 6/9/2025

2
3 RESOLUTION NO. 2025-126

4
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
6 AUTHORIZING THE DIRECTOR OF THE OFFICE ON AGING, OR DESIGNEE, TO ACCEPT
7 FUNDING ANNUALLY THROUGH August 31 , 2029 FOR THE OLDER AMERICANS ACT TITLE
8 III, TITLE VII, HICAP, AND MIPPA PROGRAMS, EXECUTE THE STANDARD AGREEMENT,
9 SUBRECIPIENT AGREEMENTS AND ANY SUBSEQUENT AMENDMENTS OR MODIFICATIONS, AND
10 ADMINISTER THE TITLE III, TITLE VII, HICAP, and MIPPA PROGRAM THROUGHOUT

11 RIVERSIDE COUNTY

12
13 WHEREAS, the California Department of Aging (the "Grantor") has awarded
14 the Riverside County Office on Aging (RCOoA), a designated Area Agency on Aging
15 (AAA), specifically for Standard Agreement No. AAA-2425-21 throughout Riverside
16 County, for the period of July 1, 2024 - August 31, 2029 (the "Awardee"); and,

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

20 WHEREAS, the Department may accept funding annually through August 31,
21 2029 for the Title III, Title VII, HICAP, and MIPPA programs to expand support
22 services to eligible older adults, adults with disabilities, family caregivers,
23 and residents as specified in the 2024-2028 Riverside County Area Plan, "Aging
24 in Motion," subject to the terms and conditions of the AAA-2425-21 Standard
25 Agreement, Program regulations and requirements, and other contracts between
26 the Grantor and the Department; and,

27 WHEREAS, the Title III, Title VII, HICAP, and MIPPA programs serve the
28 purpose of providing services to persons aged sixty (60) years or older who are

1 frail or homebound due to illness or disability, or who are otherwise isolated,
2 to help bridge the gap between service demand and available resources; and,

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

7 NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of
8 Supervisors of the County of Riverside, State of California, ("Board") in
9 regular session assembled on June 10 at 9:30 a.m. or soon thereafter, in the
10 meeting room located on the first floor of the County Administrative Center,
11 4080 Lemon Street, Riverside, California, that this Board hereby authorizes the
12 Director of the Department, or designee, to accept future funding related to
13 the Standard Agreement AAA-2425-21 and execute any agreements and amendments
14 associated with such funding;

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

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

25
26 COUNTY COUNSEL APPROVED AS TO FORM

27 BY: Esen Sainz
28 ESEN SAINZ DATE _____

2
3 RESOLUTION NO. 2025-126

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
5 AUTHORIZING THE DIRECTOR OF THE OFFICE ON AGING, OR DESIGNEE, TO
6 ACCEPT FUNDING ANNUALLY THROUGH August 31 , 2029 FOR THE OLDER
7 AMERICANS ACT TITLE III, TITLE VII, HICAP, AND MIPPA PROGRAMS, EXECUTE
8 THE STANDARD AGREEMENT, SUBRECIPIENT AGREEMENTS AND ANY
9 SUBSEQUENT AMENDMENTS OR MODIFICATIONS, AND ADMINISTER THE TITLE
10 III, TITLE VII, HICAP, and MIPPA PROGRAM THROUGHOUT RIVERSIDE COUNTY

11 ROLL CALL:

12 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez

13 Nays: None

14 Absent: None

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

17
18 KIMBERLY A. RECTOR, Clerk of said Board

19
20 By:  _____

21 Deputy







2025.05.14. CoCo redline - RESOLUTION NO. 2025-126

Final Audit Report

2025-05-14

Created:	2025-05-14
By:	Veronica Moon (vmoon@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvrNqkN8rR-TXXu5irVZCFXSme-HncJaG

"2025.05.14. CoCo redline - RESOLUTION NO. 2025-126" History

-  Document created by Veronica Moon (vmoon@rivco.org)
2025-05-14 - 11:48:08 PM GMT- IP address: 158.61.14.12
-  Document emailed to esainz@rivco.org for signature
2025-05-14 - 11:48:40 PM GMT
-  Email viewed by esainz@rivco.org
2025-05-14 - 11:55:57 PM GMT- IP address: 104.47.65.254
-  Signer esainz@rivco.org entered name at signing as Esen Sainz
2025-05-14 - 11:56:47 PM GMT- IP address: 158.61.6.6
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2025-05-14 - 11:56:49 PM GMT - Time Source: server- IP address: 158.61.6.6
-  Agreement completed.
2025-05-14 - 11:56:49 PM GMT

ATTACHMENT C
SERVICE PROVIDERS

Provider	Title Funding
Care Connexus, INC.	IIIB
Colorado River Senior Citizens	IIIB
Independent Living Partnership	IIIB
Inland Caregiver Resource Center	IIIB
RESERVED (Legal Services – TBD –Requesting Proposals in FY25/26)	IIIB
Colorado River Senior Citizens	IIIC
Family Service Association	IIIC
La Paloma Café Restaurant	IIIC
Kenady, LLC	IIIC
Riverside Meals on Wheels, Inc.	IIIC
Mizell Center	IIIC
Riverside-San Bernardino County Indian Health, Inc.	IIIC
Sodexo America, LLC	IIIC
Inland Caregiver Resource Center	IIIE
Council on Aging – Southern California, Inc.	Ombudsman
Council on Aging – Southern California, Inc.	HICAP
Council on Aging – Southern California, Inc.	MIPPA

*Template will be modified per program

PROFESSIONAL SERVICES AGREEMENT

between the

RIVERSIDE COUNTY OFFICE ON AGING

and

Organization Name

for

Coordination of Older Americans Act Services **Title IIIB, IIIC, IIIE, VII, HICAP, and MIPPA** to Residents of Riverside County



Aging in Motion

RIVERSIDE COUNTY
OFFICE ON AGING

3610 Central #102 Riverside CA 92506

The terms of this Agreement are based on the specific program requirements. The Agreement term for HICAP is 4/1/20XX – 3/31/XX, MIPPA 9/1/XX – 8/31/XX, and Title IIIB, IIIC, and VII is 7/1/XX – 6/30/XX. This agreement shall become effective XX, 20XX, and shall remain in effect until XX, 20XX, with the option to renew for (write out year) (X) additional one-year terms, contingent on available funding set forth by the state.

Riverside County Office on Aging
OOA-XXXX-XXX-XXXX

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

AGREEMENT NO. XXXXX	AMENDMENT NO. X	Purchasing Authority (If Applicable) March 18, 2025, item #3.22
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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

ORGANIZATION NAME, a California nonprofit corporation

2. The term of this Agreement is:

START DATE

x/x/x

THROUGH END DATE

x/x/x

3. The maximum amount of this (Agreement/Amendment) is:

\$ **XXX, XXX AMOUNT SPELLED OUT** and 0/100 dollars

4. The parties mutually agree to this (Agreement/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	
Exhibit B	Budget Detail, Payment Provisions, and Closeout	x page
Exhibit B, Attachment 1	Budget Display	x page
Exhibit C, Attachment 2	Budget Detail	x pages
Exhibit D	Community Focal Points	x page
Attachment 1 Addendum	Supplemental Funding Subgrantee Agreement [To be removed if not applicable]	x page
	-Exhibit A (Budget Detail and Payment Provisions)	x pages
	-Exhibit B, Attachment 1 (Budget Display)	x page

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 signatures 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.)

ORGANIZATION NAME, a California nonprofit corporation

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

COUNTY OF RIVERSIDE

CONTRACTING AGENCY NAME Riverside County Office on Aging			
CONTRACTING BUSINESS ADDRESS 3610 Central Avenue, Suite 102	CITY Riverside	STATE California	ZIP 92506
PRINTED NAME OF PERSON SIGNING Jewel Lee	TITLE Director, Office on Aging		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
COUNTY COUNSEL APPROVAL AS TO FORM	DATE SIGNED		

1. **PURPOSE**

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

3. **POLICY**

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

4. **APPLICABLE PROGRAMS**

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

Health Insurance Counseling and Advocacy Program (HICAP)

Medicare Improvements for Patients and Providers Act (MIPPA)

Title 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 SERVICE PROVIDER 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 ~~XXX, 202X~~, 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.

C. Consultation

- i. RCOOA will issue a Program Guide to provide guidance, insight, and direction to the SERVICE PROVIDER on topics related to the activities applicable to this AGREEMENT
- ii. CDA will issue Program Memos to provide guidance, insight, and direction to the RCOOA and SERVICE PROVIDER on topics related to the activities applicable to this AGREEMENT.

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 SERVICE PROVIDERS providing services under this AGREEMENT shall be of sound financial status.
- iii. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this AGREEMENT.
- iv. Failure to maintain good standing by the SERVICE PROVIDER shall result in suspension or termination of this AGREEMENT with RCOOA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the SERVICE PROVIDER until satisfactory status is restored.

C. Nondiscrimination

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

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

The SERVICE PROVIDER shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against people 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 the 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 SERVICE PROVIDERS 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 SERVICE PROVIDERS 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 SERVICE PROVIDERS 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 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 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 SERVICE PROVIDERS:
 1. They are presently not 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 SERVICE PROVIDERS.
- 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 all amendments to this AGREEMENT and the Program Guide or other required documentation relating to the SERVICE PROVIDER'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 should 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 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 include, 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 the 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 the 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 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 terminated work.

- 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 an 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-XXXX-2XXX-XXXX
- B. Services shall be available Monday through Friday, 8:00 AM-5:00 PM PST, or as requested. Any changes to the service timeframes must receive prior written approval from RCOoA and/or CDA.
- C. Service administration site located at
- D. The services shall be performed in **Service Area(s):**
- E. The program service representatives during the term of this Agreement will be:

County Agency:	Riverside County Office on Aging	Service Provider:	
Name:	NAME, Title	Name:	NAME, Title
Phone:		Phone:	
Email:		Email:	

Direct only Fiscal inquiries to:

County Agency:	Riverside County Office on Aging	Service Provider:	
Name:	NAME, Title	Name:	NAME, Title
Phone:		Phone:	

Email:	ooasubcontractorap@rivco.org	Email:	
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Direct only Contract inquiries to:

County Agency:	Riverside County Office on Aging	Service Provider:	
Name:	NAME, Contracts & Grants Analyst	Name:	
Phone:		Phone:	
Email:	XXXXX@rivco.org ooacontracts@rivco.org	Email:	

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

**EXHIBIT A
SCOPE OF SERVICES**

1. COUNTY RESPONSIBILITIES:

COUNTY shall:

- 1.1 Assign staff to serve as a program liaison between RCOoA and SERVICE PROVIDER.
- 1.2 Coordinate with the SERVICE PROVIDER Operations Manager or delegate liaison to ensure client referrals are successfully received by service providers.
- 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 the Budget Detail, Payment Provisions, and Closeout attached herein.
- 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 RCOoA shall provide each service provider with a copy of the departments complain resolution policy for service providers.
- 1.8 Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, with the SERVICE PROVIDER to review and enhance collaboration.

2. SERVICE PROVIDER RESPONSIBILITIES **[Modified per program]**

A. SERVICE AREAS: Provide services for the following:

- **Service Area 1:** Corona/Norco/Eastvale (Coronita, El Cerrito, Home Gardens, Temescal Valley)
- **Service Area 2:** Riverside/Jurupa Valley (El Sobrante, Glen Avon, High Grove, Mira Loma, Pedley, Rubidoux)
- **Service Area 3:** Moreno Valley/Perris (Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview, Lake Mathews)
- **Service Area 4:** Menifee/Winchester/Lake Elsinore (Homeland, Canyon Lake, Romoland, Lakeland Village, Warm Springs, Sun City, Quail Valley)
- **Service Area 5:** Murrieta/Temecula/Wildomar (Aguanga, Anza, French Valley, Lake Riverside)
- **Service Area 6:** Banning/Beaumont/Calimesa (Cabazon, Cherry Valley)

- **Service Area 7:** Hemet/San Jacinto (East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista)
- **Service Area 8:** Desert Hot Springs/Palm Springs/Cathedral City (Desert Edge, Gamet, Sky Valley, Thousand Palms, Whitewater)
- **Service Area 9:** Rancho Mirage/Palm Desert/Indian Wells (Desert Palms)
- **Service Area 10:** La Quinta/Indio/Coachella (Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Vista Santa Rose)
- **Service Area 11:** Blythe (Desert Center, Ripley, Mesa Verde)

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

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

- A. SERVICE PROVIDER shall adhere to the Title III B provisions and terms as outlined in the Program Guide and the Scope of Services.
- B. SERVICE PROVIDER shall provide a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
- C. 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]
- D. Coordinate with the RCOoA liaison for facilitating and coordinating referrals for clients within one (1) to three (3) business days of receiving the referral.

2.2 **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 and disseminated by the 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 III C- 1 Congregate Nutrition Services Eligibility

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

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

3. Congregate Nutrition Services and 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. Provide a hot or otherwise appropriate meal five (5) or more days a week (unless such service is not feasible), and any additional meals which the recipient of a contract may elect to provide. If the number of days is reduced, the SERVICE PROVIDER shall request approval from RCOoA and notify the department within 48 hours of the change.
- c. Meal must provide a minimum of one-third of the Dietary Reference Intakes (DRI) in each meal as documented in Older Californians Nutrition Program Menu Guidance.
- d. Menus must be submitted to the RCOoA Registered Dietitian (RD) at least ten (10) days prior to the start of each month for review and approval. If corrections are required, revised menus must be submitted within three (3) business days of receiving the correction notice from the RCOoA RD to ensure compliance with dietary guidelines.
- e. Provide the meal in a congregate setting, including adult day care facilities and multigenerational meal sites.
- f. Provide nutrition education and other nutrition services, as appropriate, based on the needs of meal participants.
- g. At a minimum, the SERVICE PROVIDER's Registered Dietitian (RD) or qualified staff shall conduct quarterly kitchen inspections/monitoring for safe food handling and sanitation practices of food facilities for Title III C (CCR 7636.1(b)(6)). This must be communicated to RCOoA's Registered Dietitian and documented accordingly.

- h. Have a manager on staff to conduct the day-to-day management and administrative functions of the program.
- i. All staff, paid and volunteer, shall receive a minimum of four (4) annual hours of training to perform their assigned responsibilities, including at a minimum:
 - Food safety, prevention of foodborne illness, and Hazard Analysis Critical Control Point (HACCP) principles.
 - Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- j. Include procedures for obtaining the views of participants about the services received.
- k. Have equipment, including tables and chairs, which is sturdy and appropriate for older individuals. Tables should be arranged to assure ease of access and encourage socialization.
- l. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal. No eligible individual shall be denied participation because of failure or inability to contribute.
- m. Provide at least four (4) nutrition education sessions annually to participants to comply with 22-CCR-7638.11. Nutrition education should involve information dissemination, instruction, or training that supports healthy food, nutrition, and physical activity choices and behaviors to maintain or improve health and address nutrition-related conditions. The content must be consistent with the Dietary Guidelines for Americans, be accurate, culturally sensitive, regionally appropriate, and consider personal preferences. A Registered Dietitian or an individual with comparable expertise, as defined in the OAA, must oversee and approve the content prior to presentation.
- n. Nutrition Education & Staff/Volunteer Training Annual Plans must be submitted to the RCOoA Registered Dietitian (RD) by June 1st each year. This deadline ensures timely review and approval of the nutrition education and training schedule for the upcoming fiscal year.
- o. A volunteer under age 60 may be offered a meal if doing so will not deprive an older individual of a meal.
- p. Ensure all volunteers responsible for the delivery and handling of meals to clients must undergo a thorough screening process.
- q. All individuals must undergo a thorough background check as outlined in the Program Guide 3.11.7 Background Check section before being granted access to any RCOoA client data.
- r. Provide translation assistance, as needed. Should translation services not be available, SERVICE PROVIDER may contact RCOoA for such services.
- s. Enter required program data into RCOoA's reporting database. Data must be timely, complete, accurate, and verifiable.
- t. 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.

- u. 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/>.
- v. 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.
- w. 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.
- x. 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.
- y. Cooperate with RCOoA in the implementation, monitoring and evaluation of this Agreement and comply with all reporting requirements as stated in the Program Guide.
- z. Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, to review and enhance collaboration.
- aa. SERVICE PROVIDER shall provide nutrition education and other nutrition-related services as deemed appropriate based on the assessed needs of meal participants. All services shall be delivered in accordance with the applicable guidelines and standards provided below:

Nutrition Education (C1/C2)	Unit Measure = 1 Session	An intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the DGA; accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.	Reporting: Non-registered. Estimated unduplicated client counts and service units.
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4. Title IIIC-2 Home Delivered Meal Nutrition Services Eligibility

Individuals eligible to receive a home delivered meal are:

- a. Any person sixty (60) years of age or older who is "frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated". "Otherwise,

isolated" may be interpreted as not comfortable dining in a group setting. [45 Code of Federal Regulations (CFR) 1321.69(a)].

- b. A spouse of a person defined in 22 CCR 7638.7©(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
- c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- d. Priority shall be given to older individuals.

5. Home Delivered Meal 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. At a minimum, the SERVICE PROVIDER's Registered Dietitian (RD) or qualified staff shall conduct quarterly kitchen inspections/monitoring for safe food handling and sanitation practices of food facilities for Title III C (CCR 7636.1(b)(6)). This must be communicated to RCOoA's Registered Dietitian and documented accordingly.
- e. Menus must be submitted to the RCOoA Registered Dietitian (RD) at least ten (10) days prior to the start of each month for review and approval. If corrections are required, revised menus must be submitted within three (3) business days of receiving the correction notice from the RCOoA RD to ensure compliance with dietary guidelines.
- f. Meal must provide a minimum of one-third of the Dietary Reference Intakes (DRI) in each meal as documented in Older Californians Nutrition Program Menu Guidance.
- g. Provide a home-delivered meal five (5) or more days a week. If the number of delivery days and/or meals is reduced, the SERVICE PROVIDER shall request approval from RCOoA and notify the department within 48 hours of the change.
- h. Provide appropriate nutritious meals and package each meal in a travel-friendly container, delivered between XX:XX AM PST and XX:XX 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.
- i. Develop and implement criteria to assess the level of need for home-delivered nutrition services, including an initial telephone intake, written in-home assessment, assessment for nutrition-related supportive services, and quarterly in-home reassessment.

- j. When necessary, and in coordination with RCOoA, establish a waiting list for home-delivered meals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, will be based on greatest need and approved by RCOoA. For home-delivered meal programs, prioritization criteria are most commonly based on whether a person is homebound, meets the Activities of Daily Living impairments minimums, is geographically isolated, or has low income.
- k. All staff, paid and volunteer, shall receive a minimum of four (4) annual hours of training to perform their assigned responsibilities, including at a minimum:
 - Food safety, prevention of foodborne illness, and Hazard Analysis Critical Control Point (HACCP) principles.
 - Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- l. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal. No eligible individual shall be denied participation because of failure or inability to contribute.
- m. All individuals must undergo a thorough background check as outlined in the Program Guide 3.11.7 Background Check section before being granted access to any RCOoA client data.
- n. 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/>.
- o. 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.
- p. Ensure all volunteers responsible for the delivery and handling of meals to Clients must undergo a thorough screening process.
- q. 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.
- r. 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.
- s. Provide at least 4 nutrition education sessions annually to participants to comply with 22-CCR-7638.11. Nutrition education should involve information dissemination, instruction, or training that supports healthy food, nutrition, and physical activity choices and behaviors to maintain or improve health and address nutrition-related conditions. The content must be consistent with the Dietary Guidelines for Americans, be accurate, culturally sensitive, regionally appropriate, and consider personal preferences. A Registered Dietitian or an individual with comparable expertise, as defined in the OAA, must oversee and approve the content prior to presentation.

- t. Nutrition Education & Staff/Volunteer Training Annual Plans must be submitted to the RCOoA Registered Dietitian (RD) by June 1st each year. This deadline ensures timely review and approval of the nutrition education and training schedule for the upcoming fiscal year.
- u. Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, to review and enhance collaboration.
- v. SERVICE PROVIDER shall comply with 22 CCR Section 7250: § 7250 – General Administrative and Staffing Responsibilities, which requires the SERVICE PROVIDER to develop a complaint resolution policy. This plan should be made available to RCOoA, upon request.

2.3 General Requirements for HICAP Services:

The SERVICE PROVIDER Shall:

- A. Provide HICAP services as required by regulations, described in the awarded proposal and as stated herein.
- B. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Agreement, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of this Agreement.
- C. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible people to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided with the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)(2)]
- D. Provide timely notice to RCOoA of any changes to the Program or changes in the status of the Contractor or SERVICE PROVIDER that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the Contractor will forward this information to CDA.
- E. Submit the name of the HICAP Program Manager to RCOoA within twenty (20) days of initial employment.
- F. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators, designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.

- G. Ensure that the standard HICAP work weekly business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
- H. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days.
- I. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.
- J. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party.
- K. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual. [Welf. & Inst. Code § 9541(f)(4)]
- L. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics. [Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- M. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual. [Welf. & Inst. Code § 9541(e)]
- N. Ensure that the HICAP Program Manager and/or designated representative shall attend all RCOoA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency. [Welf. & Inst. Code § 9541(f)(7)]
- O. Maintain a program data collection and reporting system as specified in the Agreement.
- P. Collect, track, and report on all aspects of HICAP activity as specified in this agreement, to assess the Subgrantee's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures
- Q. Ensure the submission of program information and support documentation, to the RCOoA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application,

Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by RCOoA.

- R. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.
- S. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.
- T. Ensure that the following conditions must be met for legal services:
 - 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
 - 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long- term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 9541(c)(3)]xx
 - 4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
 - 5. Report on the Legal Services units of service (if applicable) in the Area Plan Service Unit Plan (SUP). The Supervising Attorney shall report on the performance of legal services in accordance with HICAP reporting instructions.

2.4 **General Requirements for MIPPA Services:**

Medicare Improvements for Patients & Providers Act (MIPPA) Program assists Health Insurance Counseling and Advocacy Program (HICAP) in expanding Medicare beneficiary enrollment in the Prescription Drug Low-Income Subsidy Program, the Medicare Savings Program, and Medicare Part D and to provide outreach on available Medicare preventive services. MIPPA Services are to be provided in accordance with the requirements listed in

the Program Guide and in this Agreement.

A. Program Provisions

The Scope of Work shall be performed by the Service Provider, which may include, but not be limited to, the HICAP and the Aging and Disability Resource Connection (ADRC) (where applicable). MIPPA Eligible Service Providers receiving one or more MIPPA Priority Area allocations are responsible for the corresponding Activities outlined below:

A.1 MIPPA Priority Area 1 State Health Insurance Assistance Program (SHIP):

Eligible Service Providers: HICAP Service Provider.

Activities: Must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.

A.2 MIPPA Priority Area 2 (AAA):

Eligible Service Providers: AAA Programs may include HICAP Service Providers.

Activities: Must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.

A.3 MIPPA Priority Area 3 (ADRCs):

Eligible Service Provider: Designated ADRCs, may include HICAP Service Providers serving the ADRC service area.

Activities: Must provide outreach regarding Medicare Part D benefits related to LIS and MSPs and conduct outreach activities aimed at preventing disease and promoting wellness in addition to providing application assistance.

- All Priority Areas – SHIPs, AAAs, and ADRCs: Must conduct outreach activities aimed at preventing disease and promoting wellness.
- All MIPPA contract activities must be over and above those related activities

provided through other funding sources (e.g., OAA funding and the basic federal SHIP/ State HICAP funds), and they must support attainment of performance objectives specified by the California Department of Aging (CDA) (available on the CDA website).

B. Service Provider Responsibilities

The Service Provider, local aging network resources, and community partners shall:

1. Provide MIPPA Program Activities in the corresponding service area(s) where MIPPA Priority Area 1 (SHIP), MIPPA Priority Area 2 (AAA), and MIPPA Priority Area 3 (ADRC) funding has been allocated. For MIPPA Priority Area 3 (ADRC) allocation, program activities must be provided in the corresponding ADRC service area as indicated in the Budget Display.
2. Provide to the Riverside County Office on Aging (RCOoA) for approval, a detailed MIPPA Work Plan (CDA 7001M) that outlines the Service Provider's strategies and use of resources to complete project goals as provided by RCOoA. The proposed MIPPA Work Plan must be submitted to and approved by the RCOoA project representative before payments can be made to the Service Provider. The RCOoA-approved MIPPA Work Plan is hereby incorporated. Requests to modify or amend the approved Work Plan may be made by either RCOoA or the Service Provider at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the RCOoA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.
3. Prepare and submit MIPPA-related budget(s) and budget reports as specified by RCOoA.
4. Monitor, on an ongoing basis, all use of MIPPA funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the MIPPA funds are administered in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved [2 CFR Section 200.328]. Program and fiscal monitoring shall be performed during the term of this Agreement.

- C. Provide translation assistance, as needed. Should translation services not be available, SERVICE PROVIDER may contact RCOoA for such services.
- D. All individuals having access to client data must undergo a thorough background check as outlined in the Program Guide 3.11.7 Background Check section before being granted access to any RCOoA client data.
- E. 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. QUARTERLY ASSESSMENTS

Title III-B SERVICE PROVIDER shall:

3.1 If applicable, complete annual functional assessment for new or existing III-B clients.

- a) Such an assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction.

SERVICE PROVIDER shall:

3.1 Complete nutrition risk screening for all new and/or existing C-1 clients

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

- a) The CCR 7638.3(a)(2) requirement for initial assessments to be conducted "in the home" does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home delivered by the provider, the initial assessment must be conducted in home IIIB Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

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

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

If meals are home delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter. IIIB Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in this Program Guide. [OAA § 712(c); Welf. & Inst. Code § 9716(a)].

3.3 Utilize the RCOoA Home Delivered Meals Quarterly Reassessment Form for reference in completing the quarterly client reassessments.

3.4 Provide written instructions for handling and re-heating 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.

4. WAIT LIST

4.1 (IIIC) 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).

4.1 (IIIB/ IIIE) If applicable, Coordinate with RCOoA to establish a waitlist whenever the SERVICE PROVIDER is unable to provide services to all eligible individuals.

- a) To ensure all data is collected for the unmet need either through the SERVICE PROVIDER directly or its SERVICE PROVIDER(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 SERVICE PROVIDERS, 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.

5. PUBLICATIONS

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 logo or mention of RCOoA in materials. The SERVICE PROVIDER should email the draft press release and/or publication material to OOAContracts@rivco.org at least fourteen (14) business days in advance of the announcement or event and copy the appropriate RCOoA Program team. The SERVICE PROVIDER must coordinate media and kick-off events with the RCOoA Program Team.
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 and/or 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 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.

6. REPORTING REQUIREMENTS

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

- Client Unique Identifier (RCOoA System generated #)
- Client name
- Start Date of Service
- C-2 routes containing cities and zip codes

Reports shall be submitted to RCOoA via encrypted format to ensure client confidentiality on a bi-weekly basis or as requested to – rcaging@rivco.org

6.2 As requested, the SERVICE PROVIDER shall report the following information quarterly in the RCOoA Reporting System

- 1) Client Reassessments

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

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	

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

UNIT MEASURE

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

Examples include:

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

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

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

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

6.6 SERVICE PROVIDER shall disenroll C1/C2 clients in the RCOoA Reporting System if they are no longer in need of the service.

7. PRIVACY & INFORMATION SECURITY AWARENESS TRAINING

7.1 The SERVICE PROVIDERs employees, SERVICE PROVIDERs/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, SERVICE PROVIDER, Vendor or volunteer's employment and annually thereafter.

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

8. MONITORING AND EVALUATION

8.1 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.

8.2 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.

- 8.3 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.
- 8.4 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.

9. **SINGLE AUDIT REPORTING REQUIREMENTS**

- 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

Total payment under this Agreement shall not exceed in aggregate \$XXX,XXX. 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
XXX - XXXX	\$XXX,XXX

2. UNIT OF SERVICE COST RATE

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

*IIIB, IIIE adjust per service provider

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

IIIC UNIT MEASURE

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

Unit Measure	
Title III C-1 Congregate Meals	1 Meal
Title III C-2 Home Delivered Meals	1 Meal

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 all necessary supporting documentation (e.g., payroll, timesheets, units, client sign-in sheets, other direct expenses, etc.) to justify invoice amounts:

- Monthly Expenditure Report
- Report of Expenditures & Program Income
- Request for Funds Report

5. EXPENDITURE OF FUNDS

- 5.1 The SERVICE PROVIDER shall expend all funds received hereunder in accordance with Schedule B – Budget Detail, Payment Provisions & Closeout.
- 5.2 RCOoA reserves the right to refuse payments to the SERVICE PROVIDER or disallow costs for any expenditure as determined by RCOoA 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.

6. ACCOUNTABILITY FOR FUNDS

- 6.1 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 SERVICE PROVIDER and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.
- 6.2 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.

7. FUNDING REDUCTION(S)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
- i. Terminate the Agreement
 - ii. Offer an Agreement amendment to the SERVICE PROVIDER to reflect the reduced funding for this Agreement.

- b. In the event the RCOoA elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The RCOoA 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,
 - iii. The RCOoA shall determine at its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

8. MATCH CONTRIBUTIONS

- a) No match is required under the terms and conditions of this Agreement.
- b) 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.

9. ONE-TIME-ONLY (OTO) FUNDS

Titles III and VII federal funds allocated to the RCOoA 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 ensure 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.

10. PAYMENT

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

expenses incurred.

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

11. ADVANCE PAYMENT AND REIMBURSEMENT:

11.1 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.

11.2 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.

12. CLOSEOUT

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

EXHIBIT B, ATTACHMENT 1

BUDGET DISPLAY

EXHIBIT B, ATTACHMENT 2

BUDGET DETAIL

**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 Geronio 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 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

**Supplemental Funding
Attachment 1 Addendum**

1. SUBGRANTEE AGREEMENT PARTIES:

A. This Subgrantee Agreement is established between SERVICE PROVIDER and RCOoA. RCOoA and Service Provider are hereinafter collectively referred to as "Parties."

2. GRANT PERFORMANCE PERIOD:

A. All tasks and work performed must be completed during the grant period of performance period from **July 1, 202X, through June 30, 202X**. No invoices for work completed after **June 30, 202X**, will be paid.

3. GRANT AGREEMENT MANAGERS:

A. The grant agreement managers during the term of this Agreement shall be:

County:	Service Provider:
Attention: NAME Contracts & Grants Analyst	Attention:
Address: 3610 Central Ave Suite 102 Riverside, CA 92506	Address:
Phone:	Phone:
Email: XXX@rivco.org	Email:

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes will not require an amendment to this Addendum.

EXHIBIT A
BUDGET DETAIL AND PAYMENT PROVISIONS

1. SUBGRANTEE AGREEMENT PARTIES:

- A. The total amount payable to the SERVICE PROVIDER pursuant to this Agreement shall not exceed the grant award amount of **AMOUNT SPELLED OUT (\$XXX,XXX)**.
- B. It is agreed and understood that this grant award amount is a ceiling and that RCOoA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

2. EXPENDITURE OF FUNDS

- A. The SERVICE PROVIDER shall expend all funds received hereunder in accordance with this Agreement.

3. ACCOUNTABILITY OF FUNDS

- A. 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 SERVICE PROVIDER and shall be maintained in accordance with Generally Accepted Accounting Principles.

4. UNEXPENDED FUNDS

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the SERVICE PROVIDER shall return to the County immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

5. FUNDING CONTINGENCIES

INSTRUCTIONS TO SERVICE PROVIDER:

The RCOoA shall reimburse SERVICE PROVIDER with funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. Payments will be made to reimburse the approved expenditures as detailed in the budget display. RCOoA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. RCOoA shall notify the SERVICE PROVIDER of any disputed expenditures.

- B. The SERVICE PROVIDER shall submit timely expenditures to OOAAccountsPayable@rivco.org, no later than **MONTH DAY, YEAR**.
- C. Upon written request by RCOoA, SERVICE PROVIDER shall submit additional documentation or justification to support the reported expenditure.
- D. The SERVICE PROVIDER shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of the Senior Nutrition Infrastructure funds, no later than **MONTH DAY, YEAR**.

BUDGET DETAIL:

- A. SERVICE PROVIDER must submit all invoices within a reasonable time but, no later than **MONTH DAY, YEAR**. If SERVICE PROVIDER fails to provide invoices by **MONTH DAY, YEAR**, the County may elect to reject the invoices for payment as untimely and SERVICE PROVIDER will be deemed to have waived any right to payment of the late invoices.

**EXHIBIT B – ATTACHMENT 1
BUDGET DISPLAY**