

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



**ITEM: 3.31  
(ID # 30556)**

**MEETING DATE:**  
Tuesday, June 02, 2026

**FROM :** OFFICE ON AGING

**SUBJECT:** OFFICE ON AGING: Approve Standard Agreement OOA-IIIB-2526-RLA with Public Service Law Corporation of Riverside County Bar Association, dba Riverside Legal Aid, for Legal Services Related to Coordination of Title IIIB, Supportive Services, Under the Older Americans Act effective upon signature through June 30, 2027, with the option to renew for up to one (1) year through June 30, 2028; All Districts. [Total Amount: \$383,995; up to \$76,799 in additional compensation – 100% Federal]

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

1. Approve Standard Agreement OOA-IIIB-2526-RLA (“Agreement”) with Public Service Law Corporation of Riverside County Bar Association, dba Riverside Legal Aid, in the amount of \$197,331, effective upon signature through June 30, 2027, with the option to renew for up to one (1) additional year through June 30, 2028;
2. Authorize the Chair of the Board to sign the agreement on behalf of the County;
3. Authorize the Director of Office on Aging, or designee, and as approved as to form by County Counsel, to (a) sign amendments that make modifications to the statement of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum of twenty percent (20%) of the total cost of the Agreement; and
4. Authorize the Purchasing Agent to issue Purchase Orders for goods and/or services related to the Agreement that do not exceed the total aggregate cost of the Agreement.

**ACTION:Policy**

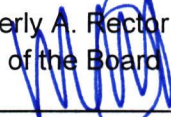
  
Rachelle Roman, Director of Office on Aging 5/14/2026

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Medina, seconded by Supervisor Gutierrez 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 2, 2026  
xc: OOA

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$20,000	\$177,331	\$383,995	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% Federal</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 25/26 – 27/28</b>	

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

**BACKGROUND:**

**Summary**

Operating under the mandates of the Older Americans Act (OAA) and the Older Californians Act (OCA), the Riverside County Office on Aging (RCOoA) serves as a guiding force in shaping a consumer-focused system of home and community-based services for older adults and persons with disabilities in Riverside County.

RCOoA entered into Memorandum of Understanding No. AAA-2425-24 with the California Department of Aging (CDA) to administer the funds, services and activities mandated by Title IIIB, Title IIIC, Title IIIE, and Title VII, of the OAA on June 25, 2024, via Agenda Item 3.39. RCOoA administers programs in support of the OAA. The program and services are made available countywide to older adults and persons with disabilities.

Legal assistance is categorized under Title IIIB (Supportive Services) by the CDA. The requested legal assistance is defined as follows in the CDA's official program dictionary:

Title IIIB Service	Description
Legal Assistance	Legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.

The OAA Title IIIB - Legal Assistance Program provides support designed to provide legal assistance and advocacy for older adults as defined in the Service Provider Program Guide. Legal assistance may include, but is not limited to the following:

- Legal advice, advocacy, and representation related to public benefits, including Social Security, Supplemental Security Income, Social Security Disability Insurance, Medicaid and Medicare, veterans' benefits, and unemployment compensation;
- Drafting advanced directives and designating surrogate decision makers who will effectuate older adults' wishes if they become incapacitated;
- Access to available housing options, including low-income housing programs that allow independence in homes and communities;
- Foreclosure or eviction proceedings that jeopardize the ability to stay independent in homes and communities;

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- Maintaining long-term financial solvency and economic security;
- Ensuring elder rights protection for older persons transferring from long-term care facilities to home and community-based care; and
- Legal advice and representation related to elder abuse prevention, including consumer fraud and the financial exploitation of older persons.

**Impact on Residents and Businesses**

Riverside County residents age sixty (60) and older are the target population sought through outreach, to provide education, counseling, and advocacy services, as appropriate. These underserved and at-risk populations rely on the legal aid services to ensure access to equality and justice within the legal system. The assistance provided enables residents to address critical, life-altering issues such as housing (including evictions), advanced directives, and benefits compensation, among others.

This agreement empowers older adults by safeguarding their rights and promoting independence. Through legal advocacy, the program ensures access to essential benefits such as Social Security, Medicare, and housing options, while protecting against eviction, foreclosure, and financial exploitation. By supporting the provision of legal services, we aim to reduce vulnerability and enhance economic security. Ultimately, this program strengthens community well-being by enabling older adults to age with dignity, stability, and autonomy.

**Additional Fiscal Information**

Funding for fiscal year 2025/2026 through fiscal year 2027/2028, pursuant to the agreement with Riverside Legal Aid for Title IIIB legal services, requires a 10% match contribution. There is no impact on the county general fund, as all services are reimbursable through federal funding.

Fiscal Year	Funding Allocation
2025 - 2026	\$20,000
2026 - 2027	\$177,331
2027 – 2028 (optional renewal period)	\$186,664
<b>Total Aggregate Contract Amount:</b>	<b>\$383,995</b>
Annual Contingency Fund (up to 20% of the annual amount, if needed)	\$76,799

**Contract History and Price Reasonableness**

On September 3, 2025, County Purchasing and Fleet Services, on behalf of RCOoA, released RFP #OAARC-0032 seeking proposals from qualified vendors to administer Title IIIB Legal Services. The bid was sent to twenty-one (21) potential service providers. The bid closed on October 22, 2025, and one (1) response from Public Service Law Corporation of Riverside County Bar Association, dba Riverside Legal Aid, was submitted. The bid response was carefully reviewed by an evaluation team consisting of personnel from RCOoA. The bid

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response was evaluated based on the criteria set forth in the RFP: bidder's proposal response, bidder's qualifications/experience, bidder's proposed implementation plan, overall cost to the County, references with demonstrated success with similar work to the scope of services, bidder's financial status, clarifications, exceptions, deviations, and credentials/resumes/licenses/certifications.

After careful consideration, RCOoA determined that Public Service Law Corporation of Riverside County Bar Association, dba Riverside Legal Aid, meets the needs of the Title IIIB Legal Services. RCOoA has confirmed that Riverside County Bar Association, dba Riverside Legal Aid, is fully capable of meeting all requirements established by the CDA and is requesting approval from the Board to initiate services and execute the Agreement.

**ATTACHMENTS:**

**ATTACHMENT A.** Standard Agreement No. OOA-IIIB-2526-RLA with Public Service Law Corporation of Riverside County Bar Association, dba Riverside Legal Aid

 Melissa Curtis, Deputy Director of Purchasing and Fleet	5/20/2026	 Stacey Pena, EO Management Analyst	5/21/2026
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 Aaron Gettis, Chief Deputy County Counsel	5/20/2026
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PROFESSIONAL SERVICES AGREEMENT

between the

RIVERSIDE COUNTY OFFICE ON AGING

and

PUBLIC SERVICE LAW CORPORATION OF RIVERSIDE  
COUNTY BAR ASSOCIATION dba RIVERSIDE LEGAL AID

for

Legal Services Related to Coordination of Title IIIB, Supportive  
Services, Under the Older Americans Act (OAA)



*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 Title IIIB is effective upon signature – 6/30/2027, with the option to renew for one (1) additional one-year term, contingent on available funding set forth by the state.

Riverside County Office on Aging  
#OOA-IIIB-2526-RLA

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

AGREEMENT NO <b>OOA-IIIB-2526-RLA</b>	AMENDMENT NO <b>N/A</b>	Purchasing Authority (If Applicable)
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1. This Agreement is entered into by and between the Contracting Agency and the Contractor named below.  
 CONTRACTING AGENCY NAME  
 County of Riverside, a political subdivision of the State of California, on behalf of RIVERSIDE County Office on Aging  
 CONTRACTOR NAME  
 Public Service Law Corporation of Riverside County Bar Association dba Riverside Legal Aid, a California nonprofit corporation

2. The term of this Agreement is:  
 START DATE  
 Effective upon signature  
 THROUGH END DATE  
 6/30/2027

3. The maximum amount of this Agreement is:  
 \$197,331 One Hundred Ninety-Seven Thousand Three Hundred Thirty-One and 0/100 dollars

4. The parties mutually agree to this Agreement as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein.

Attachments	Title	Pages
EXHIBIT A	Scope of Services	6 Pages
EXHIBIT B	Budget Detail, Payment Provisions, and Closeout	4 Pages
EXHIBIT B, Attachment 1	Budget Display	1 Page
EXHIBIT C	Community Focal Points	2 Pages

Items shown with an asterisk (\*) (if any), are hereby incorporated by reference and made part of this Agreement as if attached hereto.  
 These documents can be viewed at <https://www.rcaging.org/ Vendor-Resources>

5. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. CUETA authorizes the use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signatures mean an electronic identifier, created by a 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.)  
 Public Service Law Corporation of Riverside County Bar Association dba Riverside Legal Aid, a California nonprofit corporation

CONTRACTOR BUSINESS ADDRESS 4129 Main St., Ste. 101	CITY Riverside	STATE CA	ZIP 92501
PRINTED NAME OF PERSON SIGNING Adam C. Reed	TITLE Executive Director		
CONTRACTOR AUTHORIZED SIGNATURE <i>ACReed</i>	DATE SIGNED <b>04/30/2026</b>		

**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 Karen Spiegel	TITLE Chair, Board of Supervisors		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Karen S. Spiegel</i>	DATE SIGNED <b>JUN 02 2026</b>		
COUNTY COUNSEL APPROVAL AS TO FORM <i>Eson Sainz</i>	DATE SIGNED <b>04/30/2026</b>		

ATTEST:  
**KIMBERLY A. RECTOR**, Clerk

By \_\_\_\_\_  
**DEPUTY**

1. **PURPOSE**

This Professional Service Agreement (PSA) is entered into between the Riverside County Office on Aging, hereinafter referred to as "County" or "RCOoA," and Public Service Law Corporation of Riverside County Bar Association dba Riverside Legal Aid, hereinafter referred to as "SERVICE PROVIDER" and/or "Riverside Legal Aid", 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 SERVICE PROVIDER and Riverside County Office on Aging. Each individual is a "Party."

3. **POLICY**

SERVICE PROVIDER 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 program(s) selected below are applicable to this AGREEMENT between Riverside County Office on Aging (RCOoA) and Riverside Legal Aid.

- 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](mailto:OOAContracts@rivco.org)
- C. Service Provider shall submit to RCOoA changes to Service Provider Director or any key staff to be added or removed from the distribution list by submitting a Contact Report to [OOAContracts@rivco.org](mailto:OOAContracts@rivco.org).

6. **NOTICES**

- A. Any notice to be given hereunder by either Party to the other may be effectuated 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 Riverside County Office on Aging, 3610 Central Avenue, Suite 102, Riverside, California, 92506.
- C. Either Party may change its address by written notice to the other Party in accordance with Section 5.

7. **COMMENCEMENT OF WORK**

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

8. **RESPONSIBILITIES**

A. PSA Authorization

- i. If a public entity or a private nonprofit entity, SERVICE PROVIDER shall submit to the RCOoA a copy of its delegation of authority authorizing its signatory to sign this AGREEMENT on behalf of RIVERSIDE LEGAL AID. 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, SERVICE PROVIDER must inform RCOoA by providing an updated delegation of authority by email to [OOAContracts@rivco.org](mailto:OOAContracts@rivco.org).

B. UEI Number and Related Information

- i. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to RCOoA prior to the execution of this Agreement. Business entities may register for a

UEI number at <https://sam.gov/content/duns-uei>.

- ii. The SERVICE PROVIDER must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov>.
- 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. California Department of Aging (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.
- iii. 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. SERVICE PROVIDER shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, 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. SERVICE PROVIDER shall ensure that any Subcontractor 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 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 SERVICE PROVIDER until satisfactory status is restored.

C. Nondiscrimination

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 [CCC 04/2017](#) 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, SERVICE PROVIDER shall comply with the following:

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

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

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

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 SERVICE PROVIDER 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 SERVICE PROVIDER internal policies are not used in violation of California Civil Rights Laws.

- iv. 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. SERVICE PROVIDER agrees to include these requirements in all contracts it enters into with SERVICE PROVIDER to provide services pursuant to this AGREEMENT

and the Program Guide.

D. Lobbying Certification

RIVERSIDE LEGAL AID, 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 RIVERSIDE LEGAL AID, 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, SERVICE PROVIDER shall complete and submit [Standard Form-LLL, Disclosure Form](#) to Report Lobbying, in accordance with its instructions.
- iii. 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 PROVIDER 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 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. 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 PROVIDER 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. If 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 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. 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 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

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, 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. SERVICE PROVIDER certifies to the best of its knowledge and belief that it and its RIVERSIDE LEGAL AID:
  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. 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. SERVICE PROVIDER shall report immediately to RCOoA in writing any incidents of alleged fraud and/or abuse by either SERVICE PROVIDER or RIVERSIDE LEGAL AID.
  - iii. SERVICE PROVIDER shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RCOoA.
  - iv. SERVICE PROVIDER agrees to timely execute all amendments to this AGREEMENT and other required documentation relating to SERVICE PROVIDER debarment/suspension status.

J. RIVERSIDE LEGAL AID'S STAFF

- i. SERVICE PROVIDER shall maintain adequate staff to meet SERVICE PROVIDER's obligations under this Professional Service Agreement and the Program Guide.
- ii. This staff should be available to the RCOoA for training and meetings, which the RCOoA 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 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 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 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 the 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 the RCOoA within 30 calendar days of release.
- C. Budgets must be approved by the RCOoA prior to any disbursement of funding.
- D. The RCOoA cannot disburse funds until the enactment of the Budget Act has occurred and/or RCOoA has received funding authority.
- E. The Budget Display 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, SERVICE PROVIDER and RCOoA will 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 to RIVERSIDE LEGAL AID if RCOoA determines that a termination is in the County'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, 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 RIVERSIDE LEGAL AID. 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 a threat to life, health, or safety of the public, and in that case, the termination shall take effect immediately. SERVICE PROVIDER shall submit to the 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 a threat to 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 the performance of this AGREEMENT.
- iv. Failure to comply with reporting requirements.
- v. Evidence that SERVICE PROVIDER is in unsatisfactory financial condition as determined by an audit of 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 SERVICE PROVIDER property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against RIVERSIDE LEGAL AID.

- viii. Service of any attachment, levy of execution, or commencement of garnishment proceedings against SERVICE PROVIDER assets or income.
- ix. The commission of an act of bankruptcy.
- x. Finding of debarment or suspension.
- xi. SERVICE PROVIDER organizational structure has materially changed.
- xii. RCOoA determines that 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, SERVICE PROVIDER may be subject to special conditions or restrictions.

C. SERVICE PROVIDER Obligation After Notice of Termination

After receiving receipt of a Notice of Termination, and except as directed by RCOoA, 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.

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 the Termination section 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 participants prior to the termination date, and referral of participants 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 after 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 SERVICE PROVIDER no longer intends to provide services under this

AGREEMENT, 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, 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. 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 SERVICE PROVIDER of any condition, such as, but not limited to, transfer of participants, care of participants, return of unspent funds, and disposition of property, which must be met prior to termination.

14. **REMEDIES**

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 because of breach of this AGREEMENT by RIVERSIDE LEGAL AID, whether such breach occurs before or after completion of the project.

15. **DISSOLUTION OF ENTITY**

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 SERVICE PROVIDER to take necessary actions required by amendments to this AGREEMENT and/or the Program Guide shall constitute a material violation.
- D. The RCOoA 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 the State government.

17. **GENERAL INFORMATION**

- A. SERVICE PROVIDER agrees to provide to Riverside County Office on Aging (RCOoA) the

services described herein, this AGREEMENT number **OOA-IIIB-2526-RLA**.

- B. Services shall be available Monday through Friday, 9:00 AM - 5:00 PM PST, or as requested. Any changes to the service timeframes must receive prior written approval from RCOoA.
- C. Service administration site located at: 4129 Main Street, Riverside, CA and 45561 Oasis Street, Indio, CA
- D. The services shall be performed in Service Area(s): 1-11 County wide, Located under service provider responsibilities.
- E. The service representatives during the term of this agreement will be:

County Agency:	Riverside County Office on Aging	Service Provider:	Riverside Legal Aid
Name:	Jared Katchmar, Sr Program Specialist (Program Monitoring) Angelica Lemus, Call Center Supervisor (Program Liaison)	Name:	Adam C. Reed, Executive Director Ernest Reguly, Deputy Director/ Program Lead
Phone:	(877) 932-4100	Phone:	(760) 625-5970
Email:	<a href="mailto:jkatchmar@rivco.org">jkatchmar@rivco.org</a> <a href="mailto:alemus@rivco.org">alemus@rivco.org</a> <a href="mailto:ooacontractmonitoring@rivco.org">ooacontractmonitoring@rivco.org</a>	Email:	<a href="mailto:areed@riversidelegalaid.org">areed@riversidelegalaid.org</a> <a href="mailto:ereguly@riversidelegalaid.org">ereguly@riversidelegalaid.org</a>

Direct only Fiscal inquiries to:

County Agency:	Riverside County Office on Aging	Service Provider:	Riverside Legal Aid
Name:	Jana Kay Norris (Invoices), Andres Prakasam-Trejos (Budget)	Name:	Laurie Marscher, CPA
Phone:	(951) 867-3800	Phone:	N/A
Email:	<a href="mailto:ooasubcontractorap@rivco.org">ooasubcontractorap@rivco.org</a>	Email:	<a href="mailto:laurie@lkmcpa.com">laurie@lkmcpa.com</a>

Direct only Contract inquiries to:

County Agency:	Riverside County Office on Aging	Service Provider:	Riverside Legal Aid
Name:	Cindy Ramos-Corner, Contracts & Grants Analyst	Name:	Adam C. Reed Executive Director
Phone:	(951) 870-3237	Phone:	(760) 625-5970
Email:	<a href="mailto:circorner@rivco.org">circorner@rivco.org</a> <a href="mailto:ooacontracts@rivco.org">ooacontracts@rivco.org</a>	Email:	<a href="mailto:areed@riversidelegalaid.org">areed@riversidelegalaid.org</a>

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

**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 Title IIIB legal services may be initiated through either RCOoA or SERVICE PROVIDER.
- 1.3 Coordinate with SERVICE PROVIDER Operations Manager or delegated liaison to ensure warm hand-offs are successfully received by SERVICE PROVIDER.
- 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 for 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 SERVICE PROVIDER meeting the terms, conditions, and services in this AGREEMENT, as stated in 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 If RCOoA identifies non-compliance in program areas or with any applicable statutes, regulations, Professional Service Agreement, or RCOoA Program Guide requirements, it will be recorded as a finding, and a corrective action plan will be required.
- 1.8 RCOoA shall provide SERVICE PROVIDER with a copy of the department's complaint resolution policy applicable to RIVERSIDE LEGAL AID.
- 1.9 Participate in quarterly Joint Operational Meetings (JOMs), or agreed-upon frequency, with SERVICE PROVIDER to review and enhance collaboration.

**2. SERVICE PROVIDER RESPONSIBILITIES:**

**2.1 Compliance with Area Plan Goals:**

The SERVICE PROVIDER shall support the RCOoA in fulfilling the goals and objectives outlined in its approved four-year [Area Plan](#) and any approved annual updates, which are hereby incorporated by reference. Performance shall be aligned with the Goals, Objectives, and Service Unit Plan as stipulated by the California Department of Aging (CDA).

**2.2 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)

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

- A. SERVICE PROVIDER shall complete the IIIB Intake form located in the vendors' resource section of RCOoA website, [Title III-B Intake Form](#).
- B. SERVICE PROVIDER shall adhere to the Title III B provisions and terms as outlined in the [Program Guide](#) and the Scope of Services.
- 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. SERVICE PROVIDER shall comply with 22 CCR Section 7400: § 7400. Grievance Process – General, which requires SERVICE PROVIDER to develop a grievance policy. This plan should be made available to RCOoA, upon request.
- E. SERVICE PROVIDER assures RCOoA that voluntary contributions will be permitted and may be solicited in accordance with the requirements outlined in [OAA § 315(b)], as detailed in the Program Guide under the Assurances section.
- F. All employees and/or volunteers must undergo a thorough background check prior to being granted access to any RCOoA participant data.
- G. SERVICE PROVIDER is responsible for promptly contacting RCOoA in the event of any shifts or updates concerning the Participant. If and/or when 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/>.
- H. SERVICE PROVIDERs 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. **WAIT LIST:**

- 3.1 SERVICE PROVIDER shall coordinate with the RCOoA to establish a waitlist whenever 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 Subcontractor(s), the SERVICE PROVIDER must develop and implement a written Wait List policy and procedure and have it approved by RCOoA. The policy and procedure must include, at a minimum, provisions for: prescreening individuals to determine eligibility; managing

applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on the Wait List. The Service Provider shall designate any applicants on the Wait List using the agreed-upon reporting method. If the SERVICE PROVIDER, or its Subcontractors, are unable to accept additional referrals for service, after or in lieu of the creation of a Wait List, the SERVICE PROVIDER must inform RCOoA in writing of the SERVICE PROVIDER's achievement of maximum service capacity within two (2) business days of determining the full capacity has been reached.

**4. PUBLICATIONS:**

- 4.1 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. SERVICE PROVIDER should email the draft press release and/or publication material to [OOAContracts@rivco.org](mailto:OOAContracts@rivco.org) at least fourteen (14) business days in advance of the announcement or event and copy the appropriate RCOoA Program team. SERVICE PROVIDER must coordinate media and kick-off events with the RCOoA Program Team.
- 4.2 If RCOoA or state/federal funds are used for outreach, including paid and earned advertising, all materials must receive pre-approval 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. As stated in the Program Guide Advertising and Public Relations section, they will be assessed in batches on the first and fifteenth of each month, with a minimum ten (10) business day approval period.
- 4.3 Any materials published or distributed by SERVICE PROVIDER and financed with funds under the PSA must include the following funding disclaimer:

"Materials, products, and services are funded by the California Department of Aging in partnership with Riverside County Office on Aging."

**5. REPORTING REQUIREMENTS:**

- 5.1 SERVICE PROVIDER, in collaboration with RCOoA, will work together to provide reports that include a list of participants served and referred. This includes the number of participants served via RCOoA warm hand-offs.
- 5.2 SERVICE PROVIDER shall report the following information monthly in the RCOoA Reporting System:

Reports shall include the following, but not be limited to:

**Legal Assistance Participant File**

• Participant Unique ID	• Gender
• Sex at Birth	• Sexual Orientation
• Date of Birth	• Race
• Ethnicity	• Zip Code
• Household Status	• Poverty Status

**Legal Assistance Case File**

• Case Unique ID	• Case Open Date
• Case Closed Date	• Service Level
• Case Type	• Month
• Year	• Hours

**Legal Assistance RCOoA Warm Hand-Off**

• Number of new participants served via RCOoA warm hand-off
• Number of ongoing participants served via RCOoA warm hand off
• Total participants served as listed in the Legal Assistance Participant File

Legal Assistance Participant File and Case File shall be packaged as listed in the CARS (CA-GetCare) File Specifications and the CARS Legal Assistance (CA-GetCare) Look Up Table.

Reports shall be submitted to RCOoA via encrypted format to ensure participant confidentiality monthly or as requested in the RCOoA Reporting System.

5.3 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 20<sup>th</sup> calendar day after the last day of each month in the RCOoA Reporting System.

5.4 SERVICE PROVIDER shall submit the Narrative of Lessons learned, and success stories to <https://rcaging.org/vendor-resources#2392643287-79943> on a quarterly basis.

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 10
Quarter 2	October 1 - December 31	January 10
Quarter 3	January 1 - March 31	April 10
Quarter 4	April 1 - June 30	July 10

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

5.6 All records containing confidential information shall be handled in accordance with the confidentiality requirements outlined in Section 3.3, Records, of the Program Guide. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

**6. PRIVACY & INFORMATION SECURITY AWARENESS TRAINING:**

6.1 SERVICE PROVIDER employees, Subcontractors, Vendors, and volunteers handling Personally Identifiable Information (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, vendor or volunteer’s employment and annually thereafter.

6.2 The SERVICE PROVIDER must maintain certificates of completion on file and provide them to the RCOoA upon request.

**7. MONITORING AND EVALUATION:**

7.1 Authorized RCOoA representatives shall have the right to monitor and evaluate 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, and interviews of project staff and participants.

7.2 SERVICE PROVIDER shall cooperate with the RCOoA in the monitoring and evaluation processes, which includes making any administrative, program, and fiscal staff available during any scheduled process.

7.3 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.

7.4 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.

**8. SINGLE AUDIT REPORTING REQUIREMENTS:**

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

**9. COMPLAINT RESOLUTION PROCESS:**

9.1 Service providers and applicant service providers who are dissatisfied with any action taken by the Riverside County Office on Aging should refer to the Complaint Resolution Process outlined in Policy #ADM-011-F2.

**10. PARTICIPANT MATERIAL AID LIABILITY FORM:**

10.1 In the event a mutual participant receives Material Aid services, including but not limited to, equipment, devices, and/or other forms of support as a result of contacting the RCOoA, the participant may be required to complete a Material Aid Waiver and Disclaimer Liability Acknowledgment Form accepting responsibility for the use and care of the items received. RCOoA will be responsible for collecting the completed form.

**11. COMMUNICATION WITH SUBCONTRACTORS:**

SERVICE PROVIDER is expected to maintain open and transparent communication with all subcontractors involved in delivering services under this agreement. It is the responsibility of SERVICE PROVIDER to actively and proactively inform subcontractors of any service changes, updates, or developments that may impact on their processes, procedures, or contractual obligations.

In instances where such changes affect subcontractor operations (e.g., budget cut to participant services, Grievance Process, etc.), SERVICE PROVIDER must submit a proposed communication plan to RCOoA for review and approval. Please allow up to 10 business days for RCOoA to complete this review. If necessary, RCOoA may request a meeting to discuss the communication plan in further detail, which may extend the approval timeline.

Once the formal written communication is approved by RCOoA, SERVICE PROVIDER must notify all affected subcontractors within 5 business days.

**EXHIBIT B**

**BUDGET DETAIL, PAYMENT PROVISIONS & CLOSEOUT**

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

Total payment under this AGREEMENT shall not exceed an annual amount of \$197,331. 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:

<b>Term</b>	<b>Annual Reimbursable Amount</b>
Effective Upon Signature - June 30, 2026	\$20,000
July 1, 2026 – June 30, 2027	\$177,331
Maximum Reimbursement Amount:	<b>\$197,331</b>

**2. UNIT OF SERVICE COST RATE:**

SERVICE PROVIDER shall be paid in accordance with the following unit of service cost rate:

<b>Budget Item</b>	<b>Description</b>	<b>Total</b>
Legal Assistance – 1 Hour	Legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.	\$ 102.00

**3. INVOICES:**

SERVICE PROVIDER shall provide COUNTY with detailed invoices monthly in accordance with the requirements set forth under this AGREEMENT, Section 5. Invoices shall be submitted to [OOASubcontractorAP@rivco.org](mailto:OOASubcontractorAP@rivco.org) within fifteen (15) days after the last day of each month services are performed. RCOoA shall pay the invoices within forty-five (45) business days from the date of receipt of the invoice. Payment shall be made to SERVICE PROVIDER only after expenses are incurred for the Scope of Services being rendered. SERVICE PROVIDER shall provide the following supporting documentation (e.g., payroll, time sheets, units, participant sign-in sheets, other direct expenses, etc.) to justify invoice amounts:

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

**4. EXPENDITURE OF FUNDS:**

- 4.1 SERVICE PROVIDER shall expend all funds received hereunder in accordance with Exhibit B – Budget Detail, Payment Provisions & Closeout.
- 4.2 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

and [Program Guide](#) terms and conditions, unrelated or inappropriate to Agreement activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or granted.

**5. ACCOUNTABILITY FOR FUNDS:**

5.1 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 SERVICE PROVIDER and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.

5.2 This AGREEMENT is valid and enforceable only if sufficient funds are made available to the State through the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this AGREEMENT is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

**6. FUNDING REDUCTION(S):**

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

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

6.2 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.

**7. MATCH CONTRIBUTIONS:**

7.1 A 10% program match for IIIB, Legal Services is required under the terms and conditions of this AGREEMENT, as specified in the Program Guide, Matching Requirements section.

**8. 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 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 SERVICE PROVIDER will take to gradually reduce services funded by OTO funds, ensuring minimal disruption to Participants 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. Participant Communication: SERVICE PROVIDER is responsible for clearly communicating to Participants that services funded by OTO are temporary and contingent upon the availability of such funds. SERVICE PROVIDER shall notify Participants of any planned reduction or discontinuation of services at least 30 days prior to the service change.

**9. PAYMENT:**

- 9.1 Upon execution of this Agreement, and subject to the availability of funds, SERVICE PROVIDER shall request payment monthly. Payment shall be made on a reimbursement basis, calculated by the agreed unit rate. SERVICE PROVIDER shall submit with each payment request a monthly expenditure report reflecting actual, approved expenses incurred in providing deliverables as itemized in Exhibit B Attachment 2 Budget Detail. Such expenditure reports are required for verification and recordkeeping purposes and should not alter the agreed unit rate.
- 9.2 Payments will be made to reimburse expenditure 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.

**10. ADVANCE PAYMENT AND REIMBURSEMENT:**

10.1 Advance Payment:

The SERVICE PROVIDER under this AGREEMENT may request a cash advance of up to 25% of the total annual contract amount, subject to the approval of the department and available funds per fiscal year. Such requests for a cash advance must be submitted in writing through the Request for Advance Funding Form and include a detailed explanation of the purpose for which the advance is sought. The department reserves the right to approve or deny any cash advance requests at its sole discretion. Once the contract package is approved, RCOoA will process a request for funds from the California Department of Aging (CDA). RCOoA will process a check to SERVICE PROVIDER as soon as payment is received from CDA.

10.2 Reimbursement of the Difference:

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

**11. RATE INCREASE REQUEST:**

No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if SERVICE PROVIDER offers lower prices to another governmental entity) will automatically be extended to the RCOoA. The RCOoA requires written proof satisfactory to RCOoA of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 75-days advance notice in writing is required to request an annual increase to be considered and approved by RCOoA. Frequency of increase amount(s) shall not exceed more than one (1) request within each annual term of the Agreement. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index - All Items - Riverside-San Bernardino-Ontario CA and be subject to satisfactory performance review by the RCOoA and approved (if needed) for budget funding by the Board of Supervisors. Annual CPI increase will be calculated using the over-the-year percentage change most recent month/year data posted prior to the date of the annual increase written request and as provided by the U.S. Bureau of Labor Statistics.

**12. CLOSEOUT**

Separate Financial Closeout Reports may be requested from SERVICE PROVIDER on an annual basis by RCOoA on a Fiscal Year Calendar basis of July – June. With a due date of 20 days after June 30th. Final expenditures must be reported to RCOoA in accordance with the Budget Details. If the expenditures reported by SERVICE PROVIDER exceed the advanced amount, RCOoA will reimburse the difference to SERVICE PROVIDER up to the AGREEMENT amount. If the expenditures reported by SERVICE PROVIDER are less than the advanced amount, RCOoA will invoice SERVICE PROVIDER for the unspent funds. The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

## EXHIBIT B, ATTACHMENT 1

### BUDGET DISPLAY

County of Riverside Department of the Office on Aging	Contract ID #: OOA-III-B-2526-RLA Date: 4/23/2026 Amendment #: 0 Page 1 of 1
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**LEGAL SERVICES**  
 Exhibit B, Attachment 1 - BUDGET DISPLAY  
 Fiscal Year 2025-26 & Fiscal Year 2026-27  
 Pubic Service Law Corporation of Riverside County Bar Association dba Riverside Legal Aid  
 Effective upon execution through June 30, 2026

Program	Fund Type	CFDA #	Project/Grant Number(s)	Unit Measure	# of Units	Unit Rate	Baseline	Notes	Adjustments	One-Time	Only Updated	Total
Legal Services	Federal-Legal Assistance		OA20140FY26S	1 Hour	196	\$ 102.00	\$ 20,000	(a)	\$ -	\$ -	\$ -	\$ 20,000
Funding Summary	Federal Funds						\$ 20,000		\$ -	\$ -	\$ -	-
	State Funds						\$ -		\$ -	\$ -	\$ -	-
All Funds	Grand Total - All Funds						\$ 20,000		\$ -	\$ -	\$ -	-

- (a) All funds must be fully expended by June 30, 2026, with final expenditures reported during closeout by July 15, 2026. Any remaining funds will not be carried over into FY 2026–27.
- (b) Matching requirement for Area Plan Federal funds is 10%.

**Effective upon execution through June 30, 2027**

Program	Fund Type	CFDA #	Project/Grant Number(s)	Unit Measure	# of Units	Unit Rate	Baseline	Notes	Adjustments	One-Time	Only Updated	Total
Legal Services	Federal-Legal Assistance		OA20140FY27S	1 Hour	1,739	\$ 102.00	\$ 177,331	(a)	\$ -	\$ -	\$ -	\$ 177,331
Funding Summary	Federal Funds						\$ 177,331		\$ -	\$ -	\$ -	-
	State Funds						\$ -		\$ -	\$ -	\$ -	-
All Funds	Grand Total - All Funds						\$ 177,331		\$ -	\$ -	\$ -	-

- (a) All funds must be fully expended by June 30, 2027, with final expenditures reported during closeout by July 15, 2027. Any remaining funds will not be carried over into FY 2027–28.
- (b) Matching requirement for Area Plan Federal funds is 10%.

RCOoA shall pay the Service Provider for services performed in accordance with the terms of Exhibit B – Budget Detail, Payment Provisions & Closeout. Maximum payments by RCOoA to Service Provider shall not exceed One Hundred Ninety-Seven Thousand Three Hundred Thirty-One (\$197,331) annual amount for the term of the Agreement. RCOoA is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services. Unless otherwise specifically stated in Exhibit B – Budget Detail, Payment Provisions & Closeout. RCOoA shall not be responsible for payment of any of Service Provider’s expenses related to this Agreement.

**EXHIBIT C  
COMMUNITY FOCAL POINTS LIST**

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











# Legal Services FY 25.26 OOA-IIIB-2526-RLA - 4.27.2026 - AATF

Final Audit Report

2026-04-30

Created:	2026-04-29
By:	Cindy Ramos-Corner (circorner@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIZXrqOWrZ4Za8TbgfzTKADsFP40DcM3C

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2026-04-30 - 10:55:23 PM GMT